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PUBLICATIONS OF THE

SOUTHAMPTON RECORD SOCIETY.

GENERAL EDITORS—PROFESSOR P. STUDER, M.A., D.LIT., AND
H. W. GIDDEN, ESQ., M.A.

The Black Book of Southampton,

TRANSCRIBED AND EDITED FROM THE MS. IN THE AUDIT HOUSE, WITH TRANSLATION, INTRODUCTION, NOTES, ETC.,

BY

A. B. WALLIS CHAPMAN, D.Sc.

VOL. I,

c. A.D. 1388—1414.

SOUTHAMPTON:
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1912.

CONTENTS.

HISTORICAL INTRODUCTION.

THE BLACK BOOK OF SOUTHAMPTON—so called from its black leather cover—is a thick volume 15¾ inches by 11¼ inches, composed of about a hundred and fifty-two leaves of paper, of which about two-thirds have been more or less well filled. In some cases the page is written from top to bottom with an allowance for margin, but, generally speaking, each fresh document commences on a fresh page. The leaves are written on both sides, but are numbered on one only; for convenience, the reverse side of every leaf has been called leaf B in the present edition—Fol. I, Fol. I B, and so forth.

The book must have been begun towards the close of the fourteenth century: the earliest document it contains is dated 1388, but as it appears on Fol. IV, and has been preceded by several documents dated 1392, it was presumably inserted at some period later than the date given. The handwriting, however, of the earliest documents seems to belong to the late fourteenth or the early fifteenth century; and altogether it may be guessed that the use of the book began somewhere between 1390 and 1400.

The documents contained in the Black Book are very various in nature; the greater number consist of copies of conveyances of land between burgesses and town dwellers, which have been laid before the town court with a view to their acceptance by the same, and to their consequent enrolment in the town records. But the book also includes a few town ordinances, and memoranda of important transactions in which the town was concerned. These ordinances and memoranda are for the most part written in Old French, or, in the case of the later documents, in English. The conveyances, of course, are all in Latin.

That the book was viewed as an important record appears from allusions to it in the deeds and memoranda ; the conveyances frequently conclude with a request that the deed in question should he enrolled "in commune papera" ; and in an ordinance in 1503 (Fol. XLIII) it is enacted that the "blacke booke be all weyes kept under ij lokys"; a command showing the estimation in which the book was held.

Despite this value set on the book, it appears to have been irregularly kept ; the documents it contains are not arranged in chronological, or any other order. On the first page comes a list of MSS. written in a variety of hands, ranging in date from the late fifteenth to the late seventeenth century, as if various town clerks had written in casual references to manuscripts they thought important, without in any way attempting to compile a complete table of contents. Then on Fol. I is a town ordinance dated 1392, followed by another dated 1413, and a further number dated 1482.

On Fol. II comes the first conveyance in the book, dated 1392. The handwriting in all these cases seems to be fairly contemporary with the documents, leading to the belief that the town ordinances were inscribed on the first page at the beginning of the fifteenth century ; that a fresh page was then taken on which to enrol the conveyances ; and that seventy or eighty years later the town clerk enrolled a fresh set of ordinances in the space left by his predecessor—possibly with some idea of keeping all the ordinances together.

If the town clerk of 1482 had any such plan, the same could not be said either of his predecessors or his successors. The ordinances of 1503 already alluded to appear on Fol. XLIII, between a release dated 1437 (Fol. XLIII B) and a proof of age dated about 1434 (Fol. XLII B) ; and other ordinances of various dates are interspersed among the conveyances. These latter deeds, it is true, follow one another in order of date for several pages, suggesting that each deed was duly enrolled on its acceptance by the court. Every now and then a page may have been accidentally left blank, and afterwards used, which accounts for such interpolations as that mentioned above. The fairly regular entries continue till the end of the reign of Henry V. Throughout that of Henry VI they continue at somewhat longer and more irregular intervals in point of date, interspersed as before with entries of a different character, or belonging to a different period. Wills

occur but rarely till the latter part of the reign of Henry VI; the greater number belong to the reigns of Henry VII and Henry VIII. For the reign of Edward IV there are very few entries of any kind, but during the reign of Henry VII they become more numerous, and a fair number of conveyances and wills appear in the reigns of the early Tudors, together with numerous town memoranda of considerable importance. The entries decline during the reign of Elizabeth; and only one—the last entry but one in the book—appears in the Stuart period. This is dated 1620. Altogether, it may be said that the period during which the book was kept with the greatest regularity ends with the end of the reign of Henry VI.

This miscellaneous and unmethodical arrangement of the book appears so characteristic and significant that it has been retained (with a few trifling exceptions) in the present edition. For convenience of publication, it has been necessary to make a division of the whole into volumes, but this division is purely arbitrary; and were the three volumes bound in one, the succession of documents would be almost precisely that of the Black Book.

The contents of this first volume consist mainly of conveyances of land, with a few town and trade ordinances, and one will—that of Richard Mey, dated 1392. The greater number of these documents belong to the end of the fourteenth and the beginning of the fifteenth century, but there are a few records of later date. Like the other records in the Black Book, these give hints of the constitutional, social and topographical aspects of Southampton; and when compared with external evidence as well as with the deeds which will fill the later volumes, they give some idea of the development of the town in the fifteenth century.

The Town Court.

The earlier documents in the Black Book at once raise a question as to the government of Southampton; they suggest the possibility that the Southampton charters frequently only confirmed practices already well established. The charter under which the town was governed during the first forty-five years of the fifteenth century was that granted by Henry IV in 1401.[1] By this charter a Court of Record was established,

[1] H. W. Gidden, *Charters of Southampton*, Vol. I, pp. 40 *et seq.*

presided over by the mayor and bailiffs, with the assistance of the aldermen; and the conveyances of land and other transactions between individuals, recorded in the Black Book, were laid before this court for acceptance before they could be thus enrolled; but it is noteworthy that various deeds bearing date 1388, 1392, 1397, etc., are said to be laid before "the court" in much the same manner as when, after 1401, that court had been formally recognised by the king's charters.

Certain variations do, however, follow on the grant of the charter: before that time, while the deed is laid before the mayor and bailiffs, and sometimes also before the suitors of the court, the heading of the deed describes the court as presided over by the bailiffs only; the mayor seems to be present in an inferior position, as assistant, perhaps, to the bailiffs; *after* 1401, however, the court is almost invariably said to be presided over by the mayor and bailiffs jointly. The significance of this is to be found in the peculiar position of the mayor in Southampton. As an official of the town he is said to have disappeared in 1249. Then he re-appeared in 1270 as the alderman of the guild,[1] which position he seems gradually to have combined with that of an officer of the town. This fusion of the town and guild government appears to have been taking place during the fourteenth century. In 1377 an order to put the town in a state of defence was addressed not only to the bailiffs, who, originally the king's nominees, were now the elected governors of the town, but to the mayor as acting with them; and in 1382 a grant of pavage was made to the mayor, bailiffs and good men of Southampton.[2] Hence the charter of 1401, by which the government of the town and the presidency of the town court was conferred on the mayor and bailiffs, was presumably only the culminating point in a process of gradual fusion between the town and guild organizations; and the formula used in the Black Book, whereby the bailiffs alone presided at the court before 1401, probably bears witness to the last lingering traces of separation between the two bodies.

As regards the constitution of the court in other respects, it should be noted that there is a slight difference in its description before and after 1401; up to that date the suitors of the court are frequently mentioned; afterwards the name disappears.

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1 P. Studer, *Oak Book*, Vol. I, p. xx.

2 *Patent Rolls Cal.*, 1377, p. 80; 1382, p. 448.

Possibly, the court, previous to the charter of 1401, was in its nature more nearly akin to the ordinary Manor Court with the suitors as judges, and needed the transforming touch of the charter before it obtained its full development as a town Court of Record.

In the same way the jurisdiction of the court seems not to have been created, but extended and confirmed, by the charter. It has already been shewn that it fulfilled the function of a Court of Record before 1401; and the grant in the charter of cognisance over all pleas between burgesses, real, personal and mixed, had been in part anticipated in 1392 by the very first ordinance in the Black Book. This ordinance, in its turn, is stated to be the confirmation of an old custom, since it declares "that among natives and dwellers within the liberty of the town and burgesses, pleas shall be ended in the king's court of the town, according to the custom formerly used." Nor is the charter of 1401 the only charter anticipated by this ordinance. The Court of Pie Powder was only granted by charter in 1461; but this regulation of 1392 demands that "any burgess or other dweller . . . . . . within the liberty of Southampton shall answer foreigners or strangers in the plea of Pie Powder," thus shewing that the Pie Powder Court was a well established institution at this period. Altogether the evidence in the Black Book shews that the constitutional development in Southampton was well in advance of the formal recognition of that development by the Crown.

Government of the Town.

As regards officials, other than the mayor and bailiffs, of whom mention is made in the Black Book, there is little of importance to be noted. Once, and but once, a deed is said to be sealed by the seal of the town reeve ("sigillum prepositure") instead of by the mayor (Fol. IX (2)); but there is no other mention of this functionary, and it is a possible conjecture that the use of the word "prepositure" instead of "maioratus" was a mere whim of some historically minded town clerk. The town clerks themselves are mentioned occasionally as signatories to the deed,—again anticipating the recognition by charter of their existence, which did not take place till the seventeenth century. Mention, however, is to be found of the town clerk in the early fourteenth century—a date long previous to the commencement of the Black Book.

Other officials or semi-officials mentioned are the aldermen, the echevins, the steward, the discreets, and the jurats. The aldermen appear continually, both as witnesses to deeds and as assenting to ordinances, but only after their creation by the charter of 1401. The echevins (who were guild officers) appear once in 1392 at a "common assembly or association of burgesses," before whom a will was proved. The echevins in the fourteenth century were associates of the steward or treasurer. The latter officer almost invariably appears as a witness to the deeds in the Black Book. An ordinance of 21 Henry VII gives some explanation of his duties and powers (Fol. XLIII). The discreets, or "probiores homines," also appear occasionally in the Black Book as assenting to the ordinances, but they are not specified as regular attendants at the town courts, neither are the jurats, who also occasionally give assent to the ordinances.[1]

The assembly at which these two last named sets of officials appear is in its way an even more important body than the town court. It is the "congregacio sive assemblement," by which the town ordinances were made. The constitution of this Southampton Parliament seems obscure. Ordinance 32 in the *Oak Book* states that the whole community are to assemble yearly to consider the common business of the town and to elect twelve discreets, who in turn chose the bailiffs. The earliest ordinance in the Black Book was made by the mayor and community; in 1413 an ordinance was put forth by the mayor, aldermen, bailiffs and community assembled in "a court called in the vulgar assemble," for the election of the town officers; and about the same time land is distinctly stated to belong to the mayor and community (Fol. XIII B, 9 Henry IV). Clearly, therefore, at the beginning of the fifteenth century the government of the town did not rest entirely with the officers, nor were the functions of the townspeople limited wholly to the election of their executive. This election was, indeed, part of their duties (and here again the town custom anticipated the royal grant; there is no mention of any election in the charters till 1445). But the same body which elected the officers seems to have formed also the legislative body of the town; and the question arises as to whom this body included. There were at this time in Southampton two sets of persons—an inner body of burgesses, and an outer ring of "franchisers,"—dwellers in

[1] For the functions of all these various officials, see the Introduction to the *Oak Book*, Vol. I, pp. xxiii *et seq*

Southampton, but not possessors of full burgess rights,[1] especially as regarded trade privileges. But were these "franchisers" included in the "community" who elected the jurats and assented to the ordinances? Probably they were. In 1414 a patent granting Thomas Armorer exemption from office was enrolled by assent of the burgesses and community; in 1503 the burgesses and "comnalty" both assent to the ordinances. On the other hand the trade ordinances of 1406 and 1487 are made by assent of the town officers and burgesses only. Possibly trade ordinances required only the assent of the guildsmen; but the election of officers and ordinances concerning the whole town may have been made by both burgesses and franchisers.

The importance of the franchisers would obviously depend on the nature of the qualifications for burgess-ship; where this was fairly easy of attainment persons who were outside its pale would be comparatively few. In earlier times, at least, the qualification for burgess-ship was not hard of attainment. Mr. J. S. Davies says that to attain to burgess-ship a man must be a resident householder, a member of the town court, and a contributor to the town burdens; and this qualification apparently continued throughout the fifteenth century; since late in that century Damyan de Peyza stated in a Chancery petition that he had lived fifteen years in Southampton, paid scot and lot, and been sworn in as a freeman.[2] On the other hand it seems certain that "burgess" was sometimes, at least, used as the equivalent of guildsman. Membership of the Merchant Guild was inheritable by the eldest son of a guildsman, or attained by the younger sons on payment of 10/-, or granted by the discreets. But no man could become a guildsman by purchase or in right of his wife. These were the fourteenth century regulations in the Oak Book. In the Modern Laws issued in 1491 exactly the same stipulations are made concerning burgesses; but there is no statement as to the original qualifications for a burgess or guildsman. Did a man become a burgess as of right after a period of residence in the town and after certain contributions to the town burdens, or had he invariably to be chosen by the discreets, and did the "comynaltie" or residents consist of

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1 For the distinction between burgesses and franchisers see *Oak Book*, Vol. I, p. xli and Ord. 69, and Modern Laws, C. vii, C. viii, etc.

2 Early Chancery Proceedings, Bundle 32, No. 313.

persons who were qualified for burgess-ship, but not yet chosen? There is no evidence to shew, but the evidence of the Black Book tends to prove that, whatever were the necessary qualifications, burgess-ship was fairly widely distributed. The majority of men whose names occur in the deeds and memoranda are described as burgesses, and some who are not so described, when their names first occur, apparently attained to the dignity afterwards. Thus, there is some ground for doubting the view so ably maintained by Mrs. Green, that Southampton in the early fifteenth century was governed by a close and narrow oligarchy and an almost despotic mayor. As a general rule, royal patents and commands are addressed to the "mayor, bailiffs and good men," or to the "mayor and burgesses"; the few occasions on which the precept is addressed to the officers alone is when it is a command for the definite execution of some particular act. Thus the burgesses appear to act with the officers whom they elect and to share with them the responsibility for town legislation; and these burgesses were by no means necessarily a narrow or exclusive body.

Hence the picture given by the records in the Black Book shews Southampton, at the beginning of the fifteenth century, as a community possessing some degree both of self-government and of local independence. Its court had jurisdiction over all causes among its own citizens; the town assembly could make ordinances regulating trade and industry; the town could impose tolls and other taxes for its own support, and could negotiate and arrange terms of trade with other towns; and finally, these powers were in the last resort vested, not in a close corporation, but in a fairly large body of burgesses, who elected the officers, and whose assent was necessary to the making of the town ordinances.

Local and National Law in Southampton.

This local self-government and independence may account for the mixture of law and lawlessness which the history of Southampton at this time presents. On the one hand the Black Book gives a view of a town in which industry is regulated by public ordinances; important transactions between individuals are publicly registered; disputes are referred to a legal tribunal; attention is paid to public morals; and the whole community seems to live under strict order and regulation. But a very different picture is presented by evidence from other sources.

The Patent Rolls, for example, shew that piracy was exceedingly common. Over and over again the great Genoese merchants—the chief contributors to the prosperity of the town—complain of the violent seizure of their ships and goods. In particular, the landing of commodities was a dangerous matter. The huge Genoese carracks and galleys could not, apparently, draw near to the wharves, and the goods were transferred to little boats and so landed. This gave the Southampton men their opportunity. On various occasions they swooped down on these small defenceless boats and obtained the goods without the trouble of paying for them.[1] The Genoese appealed to the government for redress; then the government issued a commission to the mayor, bailiffs and other burgesses of Southampton to inquire into the matter and do justice. Unluckily, this laudable command must often have been difficult of execution; insomuch as it was occasionally issued to persons who had themselves at one time or another been guilty of similar offences, or else of piracy on the open sea. Thus, William Soper was accused of seizing the goods of some Castilian merchants in 1414, and a few years later was placed on a commission to inquire into a similar attack on some Portuguese; and in 1450 John Payn was charged with seizing a cargo of dye belonging to a Rochelle ship, while in 1451 he was one of those appointed to investigate into the spoiling of a Genoese vessel.[2]

Smuggling, too, was common; the complication of the customs, which included both specified and ad valorem duties, and which varied for aliens and for burgesses, greatly facilitated evasion. Accusations of illegal trade were brought in 1377 against John Flete, John Polymond, William Bole, Nicholas Langstoke and others; the majority of whom, at one time or another, filled the office of mayor or bailiff in Southampton.[3] In 1397 smuggled woollen cloth and pepper to the amount of £85 was seized by the government.[4] In 1440[5] and 1444 commissions of inquiry were held as to the smuggling of goods by Catalan, Venetian, Florentine and Genoese merchants, who traded largely with Southampton; and in 1448 John Somerton, the collector of customs in the port, was accused of smuggling wool.[6]

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1 *Patent Rolls Cal.*, 1451, p. 442.

2 *Patent Rolls Cal.*, 1450, p. 432, and 1451, p. 442.

3 *ib.*, 1377, pp. 79, 81, etc.

4 *ib.*, 1397, p. 116.

5 *ib.*, 1397, p. 373.

6 *ib.*, 1397, pp. 213-14.

When the guardians of the law in Southampton thus broke it at their pleasure, it was to be expected that they should also twist it to their own ends. The complaints to Chancery during the fifteenth century suggest that the Town Court was sometimes made an engine of oppression. Thus, in the reign of Richard II a company of Dartmouth merchants complain that they were robbed of a cargo of woollen cloths and alabaster, and could get no redress from the mayor and bailiffs of Southampton.[1] Peter James, one of the most important of the Southampton burgesses, was charged with cheating his own daughter of land left to her by her first husband. James induced her to settle the land in question on Nicholas Banastre and William Soper as her trustees; and these trustees (both men who, at one time or another, held office in Southampton) then handed the land over to James.[2] John Fleming, the mayor of Southampton, declined to cancel the bond of Edward Catan, a Genoese merchant, when the latter had fulfilled his bargain, and demanded payment afresh.[3] This last form of cheating seems to have been very popular: a debtor paid his debt and demanded the cancelling of his bond; the creditor declared he had lost it. Subsequently, he apparently found it; at all events, he would produce it in the town court and sue for his debt a second time. Such a trick was played by Thomas Jamys, of Southampton, upon John Granysshe, of Islington; and when the latter came again to Southampton, James had him arrested and brought before the court of Pie Powder.[4]

Growth of Oligarchy.

If the administration of justice was unsatisfactory, so was the administration of finance. The town farm was a heavy drain on the town's resources, and complaints of the difficulty of payment recur throughout the fifteenth century. A state of society in which there is an ideal of law, coupled with practical lawlessness, tends naturally to the dominance of the stronger and more crafty members of the community. Unscrupulous men seize their opportunity; and the more scrupulous or more timid trust that their predominance may bring about some approxima-

[1] Early Chancery Proceedings, Bundle 3, No. 43.

[2] *ib.*, Bundle 15, No. 184.

[3] *ib.*, Bundle 15, No. 261.

[4] *ib.*, Bundle 12, No 120.

tion to order. Nor must it be imagined that these turbulent burghers were without local patriotism. John Polymond built the Wool House, which still exists. Thomas Midlyngton (mayor in 1401, 1404, etc.) erected a quay and a crane for the convenience of landing goods at the West Gate. John Benet, as is well known, left money in his will to bring fresh water to the town. Several left money to the Church, and funds for distribution among the poor. Thus the greater burgesses may have achieved a degree of popularity which combined with the disregard for law to increase their power; so that it is not surprising to find distinct traces of oligarchic development in Southampton towards the third quarter of the fifteenth century.

The most noteworthy development of this tendency appears in the method of electing the mayor; as has been seen, in 1413 the town officers were elected by the mayor, aldermen, bailiffs and community, but towards the middle of the fifteenth century this right of the community seems to have been much restricted. A custom apparently sprang up whereby the outgoing mayor named two burgesses, between whom the electors had to make their choice. Such an arrangement, of course, must have had the effect of throwing the government of the town entirely into the hands of one clique or party, and so presumably aroused opposition. It may, possibly, have been as a result of protests against this arrangement that the two Lancastrian charters of 1445 and 1452 contained, for the first time, a provision for the election of the town officers. The election was to be made annually in the autumn by the assembly of burgesses. There is no hint of any special intervention by the mayor; but despite this, the interference seems to have flourished. The principal opponent to the custom was, perhaps, John Payne, a merchant conspicuous for his lawlessness even at that lawless time. His name occurs frequently in the petitions to Chancery. Peter James, with John Emmory and Richard Gryme, seem to have had a special feud with John Payne and his relations; James complained on one occasion that Payne had seized some wine, and Emmory preferred a similar complaint against him;[1] but these hostilities did not prevent his attaining office. He was mayor in 1450, and his ally Andrew James in 1452. It is noteworthy that the latter year saw the confirmation of the charter of 1445, with its clause concerning the election

[1] Early Chancery Proceedings, Bundle 17, No. 235, and Bundle 16, No. 656.

of the mayor by the burgesses. How Payne's own election was managed there is nothing to shew; but in 1460, when Richard Gryme, the outgoing mayor, named Walter Fetplace and Nicholas Holmhegge as the two from whom the burgesses should choose his successor, John Payne, with Nicholas Bagworth, Walter Aylward and others, broke into the Guild Hall, at the head of a party of rioters, forcibly stopped the proceedings and chose Bagworth as mayor. An appeal was presumably made to the king by Gryme's party, as in December, 1460 (little more than two months after the riot), a patent was issued condemning the action of the rioters, and commanding that the election should take place according to the ancient custom[1]; but despite this, Bagworth retained the mayoralty. Hence it may, perhaps, be inferred that the restricted method of election was not regarded as the true constitutional method, at least in the town itself.[2] Possibly the townspeople may have regarded the stipulations for election in the recent charters of 1445 and 1452 as conferring real, not nominal, powers. But any authority John Payne and his followers might have derived from those charters was nullified in the following year, when Edward IV made a new grant to Southampton, confirming all previous charters, except those made by the Lancastrian kings; but repeating and extending nearly all the provisions in the Lancastrian grants, with one notable exception. The provisions as to election entirely disappeared. In face of recent events in Southampton such an omission seems significant; and when it is remembered that this charter—so adverse to the party of popular election—was granted as a reward for the town's loyalty to the Yorkist cause, it seems just possible that national as well as local politics may have divided parties in Southampton. Some Lancastrian feeling there was. In 1461 Edward IV commanded the mayor of Southampton to arrest John Bryncheley, servant of the Duke of Somerset, who had been trying to gather forces in support of

[1] *Patent Rolls Cal.*, 1460, p. 639. The Roll describes John Payne as John Payne, junior; but as the name John Payne occurs at intervals in Southampton history from 1408 to 1487, this distinction does not necessarily prevent the identification of the hero of the riot with the John Payne who was mayor in 1450.

[2] Both Mr. Davies in the *History of Southampton*, and Mrs. J. R. Green in *Town Life in the Fifteenth Century*, regard the Patent mentioned above as shewing that the restricted method of election was a long-established custom; but this view is, perhaps, opposed by the evidence both of the ordinances of 1413 and by the charter of 1445. When it is remembered that the Patent in question was issued in a period of the utmost confusion, and within three months after the event which had called it forth, it seems possible that the account it gives is little more than an echo of the *ex-parte* statement by Richard Gryme and his friends, and does not result from any judicial investigation into the facts.

Lancaster in Southampton and the adjacent counties.[1] Possibly, while the majority of the wealthier burghers, like Fetplace, Holmhegge and Gryme, may have supported the Yorkists, John Payne may have leaned towards the Lancastrian party. However, John Payne was not immediately subdued; whether by open election or by nomination of his predecessor, he became mayor in 1462.[2] Unluckily for the cause of open election,—if, indeed, he had championed it,—Payne's last mayoralty proved eminently unsatisfactory. He seems (and this may have added to his popularity with, at least, one section of the town) to have been specially adverse to the foreign merchants, always an important element in Southampton. During his mayoralty two Venetian merchants complained that he had seized a cargo of wine worth £92, on pretence of non-payment of the customs. The Venetian merchants had produced the acknowledgment of Robert Belhouse, the customs collector, to prove that the sum had been duly paid, but in vain. Payne stuck to the goods, and the Venetians appealed to Chancery.[3] In the same way the great Genoese trader, Demetri Spinelli, complained that Payne had arrested him for the debts of one Andrew Spinelli, and had obtained judgment against him in the town court; very naturally, as Payne himself, as mayor, was one of the judges.[4] Whether in consequence of these and similar accusations, or whether from some political motive, does not appear; but at all events, Payne was deposed from his mayoralty by order of the king, and was succeeded by Walter Fetplace.[5]

It is possible that Payne's fall marks the disappearance of the party of free election for the time. At all events, there are distinct signs of oligarchic development in the reign of Edward IV. In the ordinances of this period the consent of the "commonalty" seems to have been no longer requisite. The first set, those of 1482—regulating the procedure in the Town Court,—were made by the mayor, aldermen, sheriff and three or four other ex-mayors and sheriffs, together with two burgesses, whose names were given. One of them was subsequently mayor.[6] This arrangement is noteworthy, since it foreshadows

1 *Patent Rolls Cal.*, 1461, p. 67.

2 J. S. Davies, *History of Southampton*, p. 174.

3 Early Chancery Proceedings, Bundle 27, No. 416.

4 *ib.*, Bundle 29, No. 403.

5 J. S. Davies, *History of Southampton*, p. 174.

6 See Fol. I.

that formally adopted more than two hundred years later, when in 1730 it was decided that the Common Council should consist of ex-officials.[1] In the fifteenth century, however, the arrangement does not seem to have remained in force. The rule of the men who succeeded Payne was no more satisfactory than his own, to judge by the complaints in the Chancery petitions. Fetplace, like Payne, was accused of using his position as mayor to obtain judgments in his own favour and that of his friends. John Walker, the sheriff, was charged with imprisoning a Venetian merchant, to make him sell cotton at his (Walker's) price; and John Nedeham, who was sheriff a few years later, was also charged with bringing an action against a Spanish merchant, and trying it before himself.[2]

In other respects, too, there are traces that the administration of the town had rather deteriorated than improved. For example, the Brokage Books or accounts of the tolls levied on goods passing through the Bargate, which, up to 1460, had been kept with great clearness and fullness of detail, certainly fell off towards the end of the reign of Edward IV. The names of the consignees are omitted, and day after day is left blank without any explanation of the hiatus; nor are the several items generally given, as heretofore, of the goods in question, but they are frequently lumped under the convenient heading "divers merchandise." In the same way the Black Book shews traces of neglect at this period. The entries for the reign of Edward IV are very scanty; and the most interesting of them suggests an unsatisfactory state of things. In 1483 Lewis Eynes and John Shropshire, both of whom at different times were mayors of Southampton, were charged with seizing the goods belonging to one John Ward, "combaron" of the Cinque Ports, and to John Filpott. The Cinque Ports took up the quarrel, and sent a letter to Southampton demanding redress; to which Southampton replied that if the complainants would come to the town court of Southampton, justice should be done: a statement the truth of which seems doubtful.

Altogether the impression given by the records is that this was a period of slack administration. As time went on it seemed as if Southampton shared in the general revolt against the Yorkist domination. The influence of the Earl of Warwick,

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1 See *Municipal Corporations Report.*

2 Early Chancery Proceedings, Bundle 31, No. 428.

who had a hereditary connection with the town as the possessor of the tronage and pesage, may have contributed to this result. In 1470 Warwick attempted to seize a ship of his own at Southampton, but was defeated by Lord Scales; and the Earl of Worcester subsequently executed with characteristic cruelty[1] several of Warwick's men seized in the ships at Southampton; despite which, Warwick's vice-admiral visited the town in the following year,[2] and was there seized by the Duke of Gloucester. Twelve years later two ex-mayors of Southampton, Walter Williams and William Overay, and a prominent burgess, Roger Kelsale, were impeached for sharing in Buckingham's rebellion, though they were subsequently pardoned.

Whether or no as the result of the fall of the Yorkists, a revival of old constitutional forms clearly took place in Southampton during the reign of Henry VII. It is noteworthy that during this reign many of the old guild ordinances were re-issued and supplemented by the reforming mayor, Thomas Overay.[3] The question of election revived. Overay's ordinances distinctly state that the election of the jurats shall be made by the "hole Assembly." Investigation was made also into the town customs, and the dues demanded on wine and oil were reduced by one half, *i.e.*, to the standard set up by the list of tolls issued in 1381. The Brokage Books were again more carefully and more fully kept; and the description of the authorities issuing the town ordinances also suggests a reversion to old practice. It is true that on one or two occasions (once at the end of 1482) they are simply said to be issued by the "mayor and his brethren," or the "mayor and his companions," which may mean anything or nothing. But the culminating point in what may possibly be a constitutional revival was the issue of the financial ordinances in 1503.[4] These ordinances distinctly limit the mayor's powers. On condition of receiving a yearly salary of £10, he is to cease to "resceyve or handill any of the Townys money." He is to make no fines, save in association with the aldermen and discreets; the town's money is to be in the charge of the under-steward; and the expenses undertaken are to be at the mayor's command indeed,

[1] *Chronicle of the first Thirteen Years of the Reign of King Edward the Fourth*, by John Warkworth (Camden Soc., J. O. Halliwell, ed.), p. 9.

[2] J. S. Davies, *History of Southampton*, p 473.

[3] See *Oak Book*, Vol. I, p. xii, and Appendix C.

[4] Fol. xliii.

but only with the advice of his "most discrete bretherne." Such an enactment clearly suggests an effort on the part of the town to take a greater share in managing its own concerns; and it is in accordance with the whole tenor of the ordinances that it should be signed by the "aldermen, shryve and discretes, the 12 juratts with dyvers other burgayses," and ordained by the mayor with the assent of the "four Aldermen, the Shryff, the iiii discrets, the xii Jurettes, the Bayliff, Burgeyses *and comnalty*," a formula as full, and presumably implying as great a degree of popular agreement as that occurring on the first page of the Black Book a hundred years earlier.

Hence a survey of the ordinances in the Black Book, as compared with the charters and general events of the time, does certainly suggest the idea of an increasing tendency towards oligarchy in Southampton culminating in the reign of Edward IV, and followed by a constitutional revival under Henry VII.

From this the question naturally arises, what causes contributed to these tendencies—if they existed; and, especially, what brought about the constitutional revival?

Trade in Southampton.

As regards the earlier tendency,—that towards oligarchy,—one cause has already been mentioned; to wit, the lawlessness of the period. Another may be found in the development of commerce during the fifteenth century. A consideration of Southampton's trade at this time suggests two observations. It was becoming more and more a trade in luxuries, and capital was beginning to be concentrated in a few hands.

From its position Southampton was naturally and pre-eminently a trading town. Industrialism did, indeed, play some part in its economic life; but it was a subordinate part. Southampton's great wealth came from its trade, and this trade was many-sided. There was a certain amount of coasting trade: the little ships from the south and west country ports, such as Fowey and Dartmouth and Poole, came with fish or salt, corn or tin; from Ireland came salmon and Irish friezes and 'mantels'; ships came from Brittany and Aquitaine with wine and woad, fruit and oil; but, above all, the great Spanish and Italian carracks resorted to Southampton, where by special ordinance they were permitted to lade tin, wool and cloth, instead of being compelled to run the risks of the Channel by

resorting to the staple at Calais.[1] In return they brought to Southampton wine and oil and wax, together with alum for cloths, dyes—such as cochineal, madder and woad. Iron came, too, from Spain ; and Spanish and Italian ships alike brought unwoven silk, and sugar and spices from the east.

From the Hanse towns and the Eastland came more homely and more necessary goods : timber and pitch and cordage for the shipping ; and articles of domestic use, earthenware, haberdashery and woodwork, like wainscots and cupboards, and counters, and innumerable other small articles of domestic use.[2] The returns were made chiefly in cloth, wool, hides and corn, brought to Southampton partly in coasting vessels and partly overland. The imports were, of course, largely re-distributed throughout England. A considerable proportion went by land. Day by day the heavily loaded wains, interspersed with strings of packhorses, passed through the Bargate for Salisbury, Winchester, Romsey, and other towns in the south of England. A large part of these goods went also to London ; and even still farther afield,—to Gloucester or Coventry or Northampton.

The share of the ships and merchants of Southampton in all this trade seems, at first, singularly small. In the early years of the fifteenth century the little English traders could no more bear comparison with the great mercantile houses of the south than the little English coasting vessels could equal the towering galleys of Genoa or of Florence.

Still the Southampton merchants claimed their part, if it was a small one. Such vessels as the "Ghost" or the "Valentine," or the "Anthony" or the "Gyllyan" of Southampton, would sail southward, laden with cloth, corn or hides, the property of half-a-dozen Southampton burgesses, and return with wine and dyes, oil and iron ; or, again, ships were sent, presumably to the other English ports, laden with the wine and oil already brought from Italy. Even in the Italian and Spanish ships themselves the Southampton merchants took their share. In 1433 the lading of a great carrack, containing wine, wax, figs and oil, belonged almost entirely to a company of Southampton burgesses—Nicholas Bylot, Gabriel Corbet, Walter Fetplace, Peter James, John Emery, Robert Aylward, Robert Florys and others.[3] The

1 *Parl. Rolls*, III, 48a and 322b.

2 See the Port Books and K. R. Customs Account, 11 Henry VI, 141/21.

3 K. R. Customs Account, 11 Henry VI, 141/21.

lading, exclusive of wine, was worth about £110. On the outward voyage the Southampton traders also shared in the carrack's fortunes, as it sailed southward, laden with undyed cloths and scarlet and tin. The same men often had small ventures aboard the great Italian vessels, where the bulk of the cargo belonged to Genoese or Florentine merchants. But a considerable part of the ventures of the Southampton traders was in smaller ships commanded by English and Flemish masters, and consisted of fish, salt, garlic, iron, friezes, haberdashery and timberwork, which they imported in return for cloth.

Altogether, in the winter of 1433 the number of Southampton merchants lading goods in the incoming and outgoing vessels formed about one-third of the whole number of traders. Of the inland trade, of course, they took a far larger share; but even here they had to endure the rivalry of the Genoese. The latter received a special grant in 1402,[1] whereby they were permitted to take their goods, especially woad, overland from Southampton to London, paying all custom dues at Southampton. This roused the indignation of the Londoners, who saw themselves deprived thereby of a part of their tolls; and they were only conciliated in 1444, when the sum lost by the grant to the Genoese was deducted from the London ferm.[2]

The importance of the inland trade is witnessed by the long series of Brokage Books, now to be seen in the Southampton Audit House. The account for 1440 shews iron, fish, fruit, sugar, madder, alum, dye, spices, all taken through the North Gate. In the first week in September, 1440, a hundred and twenty-eight bales of woad were carried to various towns, including London and Coventry, besides wine, madder, spices and oil; and the carriers brought back cloths, kerseys, hides, salt and wool.

Other tokens of the importance of Southampton's inland trade appear in the constant references in the *Calendars of the Patent Rolls* to the connection of the Southampton traders with the traders of other towns. In 1438 cloth, lambskins, calfskins and pewter vessels were packed in London and sent overland to Sandwich and Southampton for export.[3] The actions for debt shew the Southampton merchants as supplying half the little

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1 *Parl. Rolls*, III, 491a.

2 *ib.*, V, 68a.

3 *Patent Rolls Calendar*, 1438, p. 188.

towns in Somerset and Dorset, besides those farther afield, such as Oxford and Bristol and Coventry. With the latter town in 1456 Southampton entered into an agreement for mutual exemption from toll[1]; many years earlier the goods of the men of Salisbury had been admitted to Southampton at only half the usual rate. On the whole, it seems possible that the traders of Southampton may have been even more concerned with its inland traffic than with its sea-going trade. It was not only a port, it was a centre for the distribution of goods throughout the whole of southern England.

As the century progressed the trade of Southampton, both seaborne and inland, became to some extent modified. The goods imported increase both in variety and luxury. The Brokage Books of 1440 shew many additions to the early list of goods on which toll was levied, recorded in the *Oak Book*. White soap—an important article both of import and of inland trade; malvoisy—not hitherto differentiated from other wines; fustians, kersey, Cologne thread, Genoese "confections," were all articles of trade in the early fifteenth century of which no mention was made a hundred years earlier. As time went on the variety and luxury of the imports continued to increase. Little articles of household comfort—such as feather beds and cushions, brushes and mirrors—appeared in the Customs accounts[2]; small articles of dress like points and spurs; rare and rich textiles like velvet and cloth of gold. By about 1472 the quantity and variety of the luxuries have increased again; coral and amber and satin and brocade were added to the imports. On the other hand there seems to be a lessening of the trade in materials for the cloth industry, such as woad and alum, which in the earlier years of the fifteenth century had ranked next to wine in the list of imports. On the whole, as far as the import trade was concerned, manufactured articles for personal use were gaining on materials needed to assist in the industry of the country. In other words the trade was to a greater degree than formerly a trade to supply the demands of the wealthy.

This development in the nature of the trade was accompanied by certain fluctuations in its quantity; up to the era of the Wars of the Roses trade seems to have increased. Neither the war with France, smuggling, nor piracy sufficed to seriously check

1 *Hist. MSS. Com. Report*, XI, Appendix III, p. 84.

2 25-7 Henry VI, K. R. Customs Account, 141/29.

it. In the fifteen years between 1433 and 1448 there seems to have been a considerable increase in the export of cloth and import of wine, coupled with a slight falling off in the export of wool. The export of tin also increased in a marked degree[1]; and while the diversity and luxury of the articles were on the increase, there was as yet no falling off in the dyes, which next to wine were the staple import. The Brokage Books tell the same tale. Comparing the first week in November, January, April, June and September in the years 1440 and 1460, the later date shews a marked increase over the earlier in the amount of woad, tin and alum sent from Southampton by land. Apparently the five years of civil war had not yet seriously checked the town's trade. The Customs Accounts and Brokage Books of the reign of Edward IV shew, however, a marked change. As has been said, the Brokage Books were ill kept; but making allowance for what may have been contained in the carts of "divers merchandise," the departure of which is commemorated, it still seems clear that trade during the five selected weeks of 1482 shews a decrease during the twenty years that had elapsed since 1460; certainly both less woad and less wine travelled inland. It is possible that the disturbed state of the country had contributed to this result. At any rate, about this time the carriers seem to have started in companies of a dozen or more, instead of dribbling through the Bargate in ones and twos, as the entries in the earlier Brokage Books suggest.

There is, however, no such notable diminution in the sea-borne trade. In the winter of 1471-2 the import of wine and luxuries had increased; that of dye and of alum had lessened. The export of cloth shewed a fall from the export of 1448, but an increase on the quantity sent out in the beginning of the reign of Henry VI. The export of tin had greatly lessened. On the whole the import trade seems to have increased and the export to have lessened; but the most noteworthy point is the change in the number of ships and of traders. In the winter of 1433 about thirty-eight vessels seem to have been unladen at Southampton, and about thirty-one to have left the port with their cargoes. Fifteen years later there was a slight increase in their numbers. In the winter of 1471-2 there were only about thirty-five entries and twenty-three issues. But

[1] K. R. Customs Account, 11 Henry VI, 141/21, and 25-7 Henry VI, 141/29.

the difference in the number of persons sharing in the cargoes, and in the proportion of English to foreign merchants, is even more striking; in 1433 over two hundred merchants shared in the lading of the thirty-eight ships entering, and of these nearly one-third were English; in 1472 the laders of the thirty-five incoming ships numbered only about half as many, and of these about a sixth were English.

As regards the outward bound vessels, the thirty-one leaving in 1433 were laden by about a hundred merchants, of whom one-third were English; in 1472 the number of the laders of the twenty-three outgoing vessels was reduced by about one half, the proportion of English remaining the same—one third.[1]

This reduction in the number, both of ships and laders, with no correspondingly large reduction in the amount of trade, suggests not only an increase in the size of the ships, but also that capital was becoming concentrated in a few hands. The fact that the reduction in the proportion of Englishmen sharing in the cargoes was greater among the importers than the exporters further suggests that this rapid growth of great capitalists had taken place rather in Italy than in England; with the result that only a few, comparatively speaking, of the richest of the Southampton merchants could compete with the foreigners and maintain their places as sharers in the import trade. The natural facilities for export possessed by the natives of a country probably accounts for their having better maintained their position in this branch of trade.

Incidentally, the view that Southampton men were hard pressed by foreign competition in the third quarter of the fifteenth century receives some confirmation from the obvious hostility to aliens which appears at the end of the reign of Henry VI and the beginning of that of Edward IV. The Chancery Rolls at this period are full of complaints by aliens who had been unjustly treated in the Southampton court, and in this matter there seems to have been little to choose between the oligarchic and the popular parties.

If the foreign competition, however, resulted, as it seems to have done, in the concentration of capital in a few hands, then it must certainly have tended to oligarchy. If the development of trade favoured the large capitalist, then the concentration of political would probably follow that of economic power.

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[1] See K. R. Customs Account, 11 Henry VI, 141/21, and 12 Edward IV, 141/29.

The end of the century, however, apparently witnessed a slight return to the more widely spread trade of the earlier period. By about 1492 trade seems to have revived somewhat, though in a rather different form. The trade in cloth and wine had decreased; but the export of wool had again risen, and that of tin had enormously increased. The chief dealers in the latter were the Venetian merchants, who were beginning to replace the Genoese as the chief Italian traders with Southampton. The imports, as before, are largely articles of luxury, and the chief increase is in exports. The ships do not seem to have increased in number, but the laders did, and there was a slight rise in the proportion of English importers, thereby suggesting a greater diffusion of wealth in Southampton than had previously been the case.

The inland trade shews a similar revival. The entrance of carts laden with wool into the town is, perhaps, a more marked feature of the Brokage Book of 1493 than of any of the earlier books. On the other hand the change in the nature of the imports is manifested by the increase in the wine taken overland from Southampton, and the diminution of woad. To counterbalance this, tin was taken overland to London, and numerous carts full of costly textiles also appear in these accounts.

Thus if the concentration of economic power coincided with and contributed to the concentration of political power, the constitutional revival may have been accompanied by a greater diffusion of wealth.

This latter variation seems, however, too slight to have been the cause of the constitutional revival in question; but there were other forces at work in Southampton which may have made for the renewal of the older constitutional forms.

Ownership of Land.

In the first place, the possible concentration of wealth noted above does not seem to have been rendered permanent by investment in such a shape as to create a hereditary propertied class. The chief form of investment was naturally in land; and to this the Southampton burgesses,—as the deeds in the Black Book shew,—had recourse. Rising burgesses, such, for example, as William Soper or John Selder the smith, appear in

deed after deed as the purchaser of tenements in Southampton; but this process does not seem to have led to the permanent concentration of land in a few hands. A study of Southampton wills partly explains this phenomenon. The first will in the Black Book, that of Richard Mey, provides that his lands shall go to his son for life; and shall then be sold for the benefit of his soul. Other wills leave the lands to the wife for life with a similar proviso; thus accounting for the deeds in the Black Book which shew the widow, in conjunction with her second husband, disposing of her first husband's tenements. Even where the bulk of the tenements are to go to the children after the wife's decease, there is frequently a proviso that some part of them shall be sold for pious purposes. The view that there was no special tendency for land to follow the example of capital and accumulate in a few hands is, on the whole, confirmed by a Terrier or Survey of Southampton made in 1455, and now in the Audit House of the town. This document is a description of the tenements of Southampton within the walls, giving the names both of the tenants and of the owners thereof, together with a description of the particular part of the defences, with the maintenance of which each tenement was charged. This charge, when tenements change hands, is presumably covered by the formula occurring invariably in the conveyances in the Black Book, by which the feoffee is to hold the lands by all the lawful and customary services. In a large number of cases the names of two or three persons who successively owned the land are given; and as far as can be gathered by a comparison of the numbers of these past owners with those holding the same tenements in 1455, the class of landowners had neither increased nor diminished during the fifty years previous to 1455. On the whole there is an increase, if anything, in their number; and that no tendency towards the accumulation of lands in a few hands existed during the latter part of the century is suggested by the fact, that towards the end of the period, an entirely new set of names appears among those of the leading burgesses and town officials. Overays, Flemings and Chamberlains do, indeed, persist; but the names of Payne, Aylward, Florys, Bedel, which had been prominent in 1450, are replaced about 1490 by Gunter, Tehy, Walker, Spring and others. Thus it seems possible that the custom of the sale of tenements after the death of the owner prevented the creation of a hereditarily wealthy class in Southampton.

Some accumulations of land there were, chiefly in the hands of the town and of the great religious houses in the neighbourhood, like Beaulieu and St. Denys. A few great burghers possessed nine or ten tenements; many had two or three; some both owned and leased houses, and there was a good deal of sub-letting; but altogether there must have been nearly half as many landlords as tenants in 1455, though, of course, the tenants do not include persons lodging with householders, among whom various foreign traders must have been included.

Neither the Terrier nor the deeds in the Black Book suggest any notable increase in population during the fifteenth century. There are occasional traces of new building: William Soper, for instance, built a tenement near the Friars' cemetery; but during the whole century there are frequent mentions of vacant land within the walls of Southampton. Vacant places—of all sorts of odd shapes and sizes—occur in English Street and French Street, and above all in Simnel Street and about the West Quay; while East Street was largely a street of orchards and gardens. There were gardens likewise in English Street and French Street. Outside the walls there were a few houses in Bovebar Street (Above Bar), such as the New Inn, just north of the Bargate; but in the main Above Bar seems to have been a country road bordered by the arable plots and common lands belonging to the Southampton burgesses. Such a state of things could hardly have persisted had there been any great growth in the numbers of the inhabitants.

Thus the ownership of lands or tenements could not have brought with it the power wielded by landlords in more crowded cities; and the constant changes of ownership must have disposed men in favour of a fairly wide constitution, since it prevented the creation of a class of hereditary landowners, whose position of economic privilege might have conduced to their exclusive possession of political power.

The tendency, therefore, to the division of landed property may in some degree have counterbalanced the effect of the concentration of capital, and so have helped to render possible the constitutional revival: and in the same way the disregard of national law evinced by the Southampton burgesses, which presumably tended to oligarchy, may to some extent have been counterbalanced by their respect for the laws of the town.

The very revival of the old formulæ in the later ordinances in the Black Book shews a certain stability in Southampton

institutions for which the extreme lawlessness of the time gives little warrant. But as far as the internal life of Southampton itself went,—as far as concerned the relations of the burgesses to each other,—lawlessness may have been rather the exception than the rule. The Southampton men would bully aliens, rob the vessels of other countries, cheat the king's officers, and evade his laws as they thought fit. But to their own laws, made in their own town, it is possible they paid more heed; as well they might, seeing that the laws in question were framed with their own consent and in their own interest.

The very existence of the Black Book itself witnesses to the respect for local law. These records of private transactions were made that the transactions might be publicly owned as valid, and that there should be irrefragable evidence on the subject in case of dispute. Hence the miscellaneous character of the records. For instance, two charters of the neighbouring town of Andover were enrolled in the Black Book—presumably that Andover might have its rights in the matter of tolls. The Black Book is a volume of evidence, and of evidence which has been recorded in order to facilitate the administration of law.

Industrial Regulations.

More direct proof of the value set upon local law is to be found in the industrial ordinances, of which one or two are enrolled in the Black Book.

Industry in Southampton undoubtedly occupied a position inferior to trade,—still it did exist; and when any craft had raised itself to a position of importance it looked to the local law for protection against rivalry. Three crafts at least in Southampton—the tailors, the coopers and the cordwainers—thus appealed for the town's assistance during the fifteenth century.

The tailors must have been a well-established guild by 1406. In this year they laid before the mayor and burgesses an indignant complaint against the foreign tailors. The English tailors complained that they, as inhabitants of the town, contributed "according to their simple power" to the town defences; and formerly they drew considerable profit from aliens coming to the port in ships of Spain, Portugal, Germany, Flanders, Zealand and Prussia, which brought cloths, which

the Southampton tailors cut out and made up. But now these ships brought not only foreign cloths, but foreign tailors. The latter pursued their craft aboard the ships when in harbour, or in shops within the town, without contributing to the local burdens. Therefore the English tailors petitioned the "congregacio sive assemblement" that no foreign tailor might work at his craft, in the town or on ships in the harbour, without making agreement with the masters of craft in the town. Whereon the mayor, "by thassent of the aldermen, wise men, bailiffs and burgesses," granted this petition on payment of a hundred shillings by the tailors' craft. This sensitiveness to foreign competition appears to have revived in the Tailors' Guild towards the end of the fifteenth century. In 1498 six galley tailors were forbidden to make clothes for any person not of their own nation[1]; and about 1502, according to a memorandum interpolated at the foot of the above ordinance, the tailors were forbidden to take any apprentice not born a subject of the king.

The tailors were not the only craft to feel the stress of foreign competition. In a port where the wine trade was of the first importance the coopers' craft was naturally prominent; and in 1489 they presented to the mayor, aldermen and other burgesses, a petition almost identical with that presented by the tailors eighty years earlier. Their jealousy, however, was local, not merely national; they complain not only of aliens, but of strange Englishmen occupying shops in Southampton, without contributing to the town burdens. The coopers quoted the tailors' petition as a precedent, and requested that strangers might be restrained from exercising their craft till they had "made fyn and gree with the Mayr for the time being and the maisters of the seid occupacion." The petition was granted as that of the tailors had been; but with a curious proviso, that if at any time the coopers did anything injurious to the mayor, sheriffs, bailiffs, burgesses and community of the town, the corporation should be able to annul the grant.

Both the tailors and the coopers were clearly old established guilds; and the cordwainers, who received a grant of powers and privileges in 1475,[2] were probably a growing and increasing

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1 J. S. Davies, *History of Southampton*, p. 277.

2 This grant, unlike those to the tailors and coopers, is *not* recorded in the Black Book. See *Hist. MSS. Com. Report*, XI, Appendix III, p. 87.

craft. Southampton did a considerable trade in hides, especially in their import, probably on account of the growth of this craft. As early as 1399 there is an indenture for binding a country youth apprentice to a Southampton cordwainer for six years[1]; and this trade, too, was apparently practised by aliens. A list of foreigners resident in Southampton in 1436 gives the name of a Dutch cordwainer.[2]

Thus it is clear that whatever weakness there might be in enforcing the general laws of the realm in Southampton, the craftsmen of the town considered the local authorities competent to protect their private and local interests. It is noteworthy that the only appeal by the Southampton craftsmen to the crown at this period appears to have been by the tailors in the reign of Edward IV.

Another curious instance of the authority of the town in industrial matters is shewn by the ordinances issued in 1503 with regard to wool packing.[3] The packing of wool for transport seems at Southampton to have been entirely in the hands of women, under the supervision apparently of the corporation. The ordinance regulating this industry was issued by the mayor and other officials with the assent of the commonalty, and provides that twelve women should be appointed to "serve the marchaunts in the occupacyon of coueryng of pokes or balons." The ordinance provides for a due division of the work, and the due "warnyng" by the women of each other when work is wanted. The women are yearly to choose two of their number to be wardens of their company; vacancies in the company are to be filled by nomination of the mayor and corporation; and the women were to "worke the balons and pokkes with their own handes . . . . and not to bawle nor scold oon with anither." These imperative ordinances present a curious contrast to the independence of the men's guilds, but they serve to shew the importance of the industry of wool packing in Southampton, and form another item in the body of local industrial law under which the town lived.

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1 *Hist. MSS. Com. Report*, XI, Appendix III, p. 74.

2 *Patent Rolls Cal.*, 1436, p. 558.

3 This ordinance is not in the Black Book. It is in a Book of Remembrances in the Audit House, and was kindly communicated to me by Professor Studer.

Position of Women.

Other incidental notices in the Black Book and elsewhere contribute to form the same impression of the strength and importance of the local law in Southampton, as in other towns. The position of women in the town—already touched upon—furnishes an example of this.

In almost every town at this period and earlier, there were special rules concerning the rights and powers of women—especially married women. No ordinances of the sort have yet been published among the Southampton records; but the deeds in the Black Book suggest that the local customs were on the whole favourable to women, and that these customs were sustained by the local courts.

These customs seem to have favoured the economic prosperity of women, which is the more noteworthy since Southampton's chief economic interest, as has been said, was trade; and on the whole women have perhaps taken less share in trade than in industry. In this case the Port Books and Customs Accounts give, every now and then, the name of a woman who shared in the lading of a merchant vessel, but these notices are very few. If women did not trade, however, they seem to have owned land and managed real property. The majority of conveyances in the Black Book were made by husbands and wives jointly, to husbands and wives jointly. Not only is the separate acceptance by the wife almost invariably given, but besides this, the wife joined in making the grant. In only one case is the wife's concern in the matter said to rest on her right to dower. In this case the husband made the grant alone. In certain cases land thus transferred by both husband and wife is said to have been recently bought by the sellers, in which case the wife would very generally be considered to have an interest in it. In others, it belonged to the wife by inheritance. Generally speaking, however, no particulars are given of the method by which the grantors became possessed of the land; and the impression left by a perusal of these documents is that in Southampton tenements were normally regarded as the joint property of the husband and wife. The wife, however, could and did own separate property. There is, at least, one case in which a wife disposed of and received land without the concurrence of her husband (Fols. XVII B and XVIII). Moreover, a wife—as well as widow—could and did will both lands and tenements,

contrary to the custom of London.[1] Further, she inherited lands and tenements from her husband, father or brother; sometimes the inheritance was for life merely, as was the custom in other towns, but sometimes the property became hers absolutely (*e.g.*, Fols. VII and XIX B). As all the deeds, by which these powers of married women were exercised, were accepted by the town court and enrolled in the town records, it seems fairly clear that these customs had all the legal authority the municipality could give them.

In all these respects Southampton law is individual, though far from unique; the law of the realm hardly dealt with the subject; each town made its own customs, and the Southampton customs appear on the whole to have favoured ownership by women. This in itself shews the authority of the town law, for the current of the time rather went in the other direction: for example, in 1344 Parliament had petitioned against the making of wills by married women; and by common law a widow could have only a life interest in her husband's lands, a custom which prevailed in London and some other towns.

Thus the maintenance of the Southampton customs in the case of women points in the same direction as the promulgation of the trade ordinances, and the importance assigned to the town records, namely, to the high estimation in which local law was held as compared with national law. National law was imposed on the citizens by the state, to be obeyed or evaded as opportunity or convenience served. Local law they made themselves to suit their own needs, and in many instances they respected it. Hence the double aspect presented by Southampton, as by other mediæval towns: on the one hand, the organised law-abiding community, with its disputes decided by its town court, and its life regulated by its "court assembly"; on the other, the congery of vigorous and ambitious merchants and seamen,—or, in other words, smugglers and pirates,—violent, crafty, lawless and unscrupulous.

It is from these two aspects of the town that the constitutional changes in its history may spring. The violence and lawlessness of the time, coupled with the economic development which concentrated wealth in a few hands, drove men towards submitting to the rule of an oligarchy, possibly too wealthy, and

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[1] For the customs in other towns in regard to women's property, see Miss M. Bateson, *Borough Customs*, Vol. II (Selden Soc. Pub.).

so too powerful, to be ruled themselves by their fellow townsmen. On the other hand, the loyalty to local law made a counteracting force to national lawlessness, by giving a certain stability to the older constitution of the town The diffusion of land counterbalanced the concentration of capital; and thus when greater general tranquility and a slightly wider diffusion of wealth gave these forces an opportunity to make themselves felt, the result may have been a revival—at least for a time—of the older constitutional forms, which based the government of the town on the assent of the burgesses and the commonalty.

Before closing this preface to the first volume of the Black Book, I wish to say a word of thanks to Mr. H. W. Gidden, M.A. and Professor Studer, D.Litt., the editors of the Southampton Record Society. Their help and kindness all through the work have been invaluable, and has greatly facilitated my task.

As the present editor of the Black Book, I can claim only a part of any credit which may be annexed to the undertaking. Two antiquaries have preceded me in the task,—the late Mr. Clutterbuck and Miss Sims, M.A.,—and their work has been most kindly placed at my disposal. Their transcripts covered much the same ground, and as those by Miss Sims, in particular, were exceedingly full and clear, they did not require more than the comparison and revision all transcribers feel necessary to perfect their work. Hence the transcripts in the present volume of the Black Book are in the main due to Miss Sims. I owe her, therefore, very sincere thanks for permitting me to use the result of her labours, whereby my task has been greatly facilitated.

For the summaries, abstracts and notes, I am entirely responsible.

For the benefit of students it should be observed that the conveyances and releases in this volume have, in many cases, been transcribed fully; that where the heading to the deed is "Transcribed and Summarised," the words omitted are simply formal phrases which have already been given in other deeds in the book; and that where the document is headed "Summarised" or "Abstracted," the contents alone have been briefly given, as the form presented no points of interest.

A. B. WALLIS CHAPMAN.

The Black Book of Southampton.

The first page contains the following list of MSS., etc. :—

Wylliam Payn the ylderr in - - xxvii foyll[1]

The 2 Lower Almes houses in folio 104.[2]

Liber niger.

Nigro carbone notatus.[3]

how the towne hath licenced the countroller to enclose his tymber without goddeshouse gate fol. lxiiii[4]

howe no meyre shall handill any of the Townys money, and therfor he shall have toward his charges x li - - - - fol. xliii

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1 Written in late fifteenth century hand on the left hand of page. There is a grant to William Payne on Fo. xxvii b.

2 Written opposite the first entry in a late sixteenth or early seventeenth century hand.

3 Written about the middle of the page in a rather later hand than No. 2.

4 Late fifteenth century hand.

List of MSS. (*continued*)—

1 Late fifteenth century hand.

2 Seventeenth century.

3 *ib.*

4 Late seventeenth century hand. The agreement between the mayor and Nicholas of Shirley is to be found on Fo. 107 b.

[TRANSLATION.]

SUTHAMPTON.

Fol. I. (1). Die mercurii proximo ante festum Sancti Michaelis Archangeli anno regni regis Ricardi II^{di} xvi^{mo} [1] ordinatum est et concordatum per maiorem[2] et communitatem[3] quod quilibet burgensis et alius commorans infra libertatem ville Suthamptone seu commoraturus et[4] respondebit versus alienigenos et extraneos in placito pedis pulverosi,[5] non obstante aliqua libertate per prius habita seu possessa, in placitis debiti pro aliquibus rebus vel mercimoniis venditis seu emptis infra libertatem predictam. Et quod per[6] inter indigenos seu infra libertatem ville commorantes ac burgenses, placita terminentur in curia Regis ville[7] secundum consuetudinem antehac usitatum.

(2). Item concordatum est quod si aliquis {servus[8] / serviens} eiusdem ville deliquerit . . . . . .

(3). Ad curiam, assemble vulgariter nuncupatam apud Suthamptonam tentam coram Henrico Holewey[9] maiore, die veneris in crastino Exaltationis sancte Crucis anno regni regis Henrici quinti post conquestum primo,[10] ordinatum et statutum fuit per predictos maiorem Aldremannos, Ballivos et communitatem

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1 September 25th, 1392.

2 The *Mayor* (at this time John Polymond) seems in the thirteenth century to have been a town officer; but in 1249 the Guild Merchant of Southampton obtained a patent whereby they were no longer governed by the mayor (*Oak Book*, ed. P. Studer—pub. Southampton Record Society,—Vol. I, p. xx), and the name was subsequently applied to the senior Alderman of the Guild. For the gradual fusion of town and guild government, see the preface to the *Oak Book*. By the present date the mayor was clearly once more a governor of the town with the bailiffs. The charter of 1401 granted to mayor and bailiffs the cognisance of all pleas, real, personal and mixed, in the town (*Charters of Southampton*, ed. H. W. Gidden—Southampton Record Society pub.—Vol. I, p. 42), and the great charter of 1445 provided for his election by the burgesses (*ib.*, p. 56).

3 For ordinances made by the *Mayor* and Community, see Introduction.

4 *Sic.* "Et" follows "habebit," which has been deleted. "Et" should probably have been deleted also.

5 *Court of Pie Powder.* This is apparently the earliest mention of the Court of Pie Powder in the Southampton Records; but the context suggests that it was already a well established institution. It was not, however, confirmed by charter till 1461 (*Charters of Southampton*, Vol. I, pp. xvi and 104). In its nature it was a court of summary jurisdiction to try causes arising out of disputes at markets and fairs. But by the middle of the fifteenth century the court seems to have existed in many boroughs for the summary trial of disputes with or between strange traders, without special reference to fairs. In these cases the Pie Powder Court rarely had a separate organisation, but seems to have been only a special session of the borough court. In the case of Southampton, in a later deed in the

[TRANSLATION.]

SOUTHAMPTON.

(1). On the Wednesday previous to the feast of Saint Michael the Archangel, in the sixteenth year of the reign of Richard II, it is ordained and agreed by the mayor and community that any burgess or other dweller or person about to dwell within the liberty of Southampton shall answer foreigners or strangers in the plea of Pie Powder, notwithstanding any liberty formerly held or possessed, in pleas of debt for any things or goods sold or bought within the aforesaid liberty. And that among natives or dwellers within the liberty of the town, and burgesses, pleas shall be ended in the King's Court of the town, according to custom formerly used.

(2). Item, it is agreed that if any {servant / sergeant} of the same shall offend . . . . . .

(3). At a court, called in the vulgar assemble, at Southampton, held before Henry Holewey, mayor, on Friday, the morrow of the Exaltation of the Cross, in the first year of the reign of King Henry the Fifth after the Conquest, it was ordained and decided by the aforesaid mayor, aldermen, bailiffs and com-

Black Book, the court—obviously the ordinary town court—is described as a Court of Pie Powder; and if this is not a mere mistake of the scribe, it is perhaps evidence that at Southampton the Court of Pie Powder was only a session of the borough court. This view is further borne out by the rule above, which accords with Dr. Gross's statement that when "it (the Court of Pie Powder) was a special session of the borough moot, it sat . . . . . for the benefit of visiting traders or strangers (*extranei*) and tried only suits in which they were concerned; pleas between burghers were excluded from its jurisdiction" (C. Gross, "The Court of Pie Powder," *Quarterly Journal of Economics*, Vol. XX, p. 231. See this Article, and M. Bateson, *Borough Customs*, Vol. II, Section on "Merchant and Fair Law," for account of Pie Powder Courts). This phrase of Dr. Gross almost exactly expresses the state of things created by the rule above; and hence it may be inferred that the Southampton Court of Pie Powder existed simply to try causes involving the foreign traders, of whom many flocked to the great south country port, and had no necessary connection with either fair or market.

[6] "Inter" is written above the line; presumably "per" should have been deleted.

[7] *King's Court of the town.* See Introduction.

[8] This word is represented by the contraction S'u'; as the entry is unfinished, the correct extension cannot be guessed from the context.

[9] *Henry Holewey*, steward, 1398 (Fol. vib); customer, same year; bailiff, 1401-2 (Fols. vii and viii); mayor, 1403-4; afterwards alderman.

[10] Friday, September 15th, 1413.

Fol. I (*continued*).

dicte ville pro electione Officiariorum[1] adtunc congregatos in unum, quod omnes meretrices commune hospicium in Estrete[2] tenentes a dicto vico omnino ammoverentur. Et quod nec ipse aut[3] alique alie hujusmodi vite mulieres ad aliquod tenementum sive cotagium in eodem vico inhabitandum aut tenendum aliqualiter de cetero admitterentur et precipue propter continenciam dictum vicum pertranssiuntium sive ad ecclesias beate Marie sancte Trinitatis et sancte Andree[4] peregre proficissencium conservandam quam quidem ordinacionem supradictam in perpetuum tenendam et observandam in nigro papiro[5] eiusdem ville fecerunt irrotulari ut de recordo hic in futuro videatur esse permanendum etc.

(4).[6] Memorandum que le xvii jour del mois de Octobre lan du reyghne nostre seigneur le Roy Edward le iiij[te] apres le conquest dengletere xxii.[7] Acorde est et assentu par Walter William[8] adonque maire del vile de Suthampton, Lewys Eynes,[9] John Walker,[10] Walter Fetiplace[11] et Richard Gryme[12] adonque Aldermannes de mesme le vile, John Ludlow,[13] William

1 *Election of Officers.* By the charter of 23 Henry VI, this was to take place on the Friday before St. Matthew's Day, September 21st. The above date shews that the charter in making this grant simply confirmed the old custom, as the date of the assembly described in the text is the Friday before St. Matthew's Day, though the scribe prefers to describe it otherwise. It is noteworthy that this date differs from that assigned in the *Oak Book* (Ord. 32) for the election of bailiffs, sergeants, etc. Their election was to take place on the morrow after St. Michael's Day, September 29th. It is possible that the alteration of date may be due to the fusing of the government of the town and its Guild Merchant, which is thought to have marked the fourteenth century. (See *Charters of Southampton*, H. W. Gidden, ed.—pub. Southampton Record Society—Vol. I, p. 56, and the *Oak Book*, P. Studer, ed.—pub. *ib.* —Vol. I, p. 45).

2 East Street.

3 These ordinances have been partially transcribed and published by the Historical MSS. Commission. The transcription at this point substitutes "nec" for "aut" (Report XI, Appendix III, p. 9).

4 *St. Mary's, Holy Trinity and St. Andrew's.* For information concerning these three churches see Speed's *History of Southampton*, ed. E. R. Aubrey—Southampton Record Society pub.—pp. 98, 127, 139, and J. S. Davies' *History of Southampton*, Chap. VIII. St. Mary's stood on the site of the restored church; the site of Holy Trinity was a little to the south of Chapel Road. The site of St. Andrew's remains unknown; the description of certain lands in a fourteenth century cartulary of St. Denys carries with it the information that St. Andrew's stood a little to the east of certain granges belonging to St. Mary's. All three churches must have stood near together and a considerable distance from the East Gate. (B M. Addit. MSS., 15314, f. 76 (1278)).

5 "In nigro papiro eiusdem ville fecerunt irrotulari": this phrase is used more than once at the end of ordinances in the Black Book.

6 This entry is in a much later hand than those preceding it.

7 October 17th, 1482. This document has also been partially printed in the *Hist. MSS. Com. Report*, XI, Appendix III, p. 9; but owing, no doubt, to a misprint it is ascribed to the 22 Edward III.

8 *Walter William*, mayor. There is a slight discrepancy here between the various lists of town officers. As the election was held in September, Walter William must have been only just elected when

munity of the said town, gathered together for the election of officials, that all prostitutes holding the common lodging house in Estrete shall be entirely removed from the said street. And that neither they themselves, nor any other women of the same way of life, shall be allowed on any other occasion to inhabit or in any wise to hold any tenement or cottage in the same street, especially for the sake of preserving the chastity of those passing through the said street or setting forth abroad to the churches of St. Mary, Holy Trinity and St. Andrew; and that this order aforesaid may be maintained and observed for ever, they have caused it to be enrolled in the Black Book of the same town, so that in future this may be seen to remain on record, etc.

(4). Memorandum, that on the 17th day of the month of October, in the 22nd year of the reign of our lord King Edward the Fourth after the Conquest of England, it is granted and agreed by Walter William, then mayor of the town of Southampton, Lewys Eynes, John Walker, Walter Fetiplace, and Richard Gryme, then aldermen of the same town, John Ludlow,

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this ordinance was made. In the course of the year he fled and took sanctuary (J. S. Davies, *Hist. of Southampton*, p. 175), which may account for the fact that in Miss E. R. Aubrey's corrected list there is no mayor at all for 1483, and Lewis Eynes appears as mayor in 1482; whereas Speed and Mr. Davies both give Walter William as mayor in 1482 and 1483: a statement borne out as far as 1482 is concerned by this entry, especially as Miss Aubrey gives Walter William as mayor in 1484, and her list, as she notes, is, at this period, a year in advance of Dr. Speed's. (Speed's *Hist. of Southampton*, E. R. Aubrey, ed.—Southampton Record Society pub.—pp. 183, 184.)

[9] See last note.

[10] *John Walker*, according to Davies' list, was mayor in 1483, succeeding William when the latter took sanctuary. He was made gauger at Southampton in 1484, and in the same year received a life annuity from the king of 20 marks from the Customs at Southampton and the adjacent ports. (*Patent Rolls Calendar*, 1484, pp. 404 and 431.)

[11] *Walter Fetplace.* This family had been influential in Southampton. A Walter Fetplace is mentioned as the town steward in 1412-13 (Fol. xviii b 2), and subsequently filled the offices both of mayor (Fol. xxix b) and bailiff (Fol. xxii b 2, etc.); and the name recurs in the official lists throughout the reigns of the house of Lancaster and Edward IV. The present is almost the latest date at which it occurs in the Black Book.

[12] *Richard Gryme.* Davies gives rather more details than usual of this alderman; he was apparently imprisoned in London in 1461, on account of the arrears into which the town had fallen in the payment of its farm (J. S. Davies, *Hist. of Southampton*, pp. 37, 38). He is *presumably* the son of that Richard Gryme whose *obit.* was kept at All Saints after 1459 (*ib.*, p. 425). He apparently acted as town lieutenant in 1475, and beat off some French ships in that year (p. 473, *ib.*).

[13] *John Ludlow* was mayor in 1478-9; in this capacity he was joined in a commission with the mayor of Salisbury and a sergeant-at-arms to arrest a certain Salisbury merchant, who was in debt to some traders of Bourdeaux (*Patent Rolls Cal.*, 1478, p. 145). This point is of interest in view of the intercourse and connection between Southampton and Salisbury, of which there are traces in the Black Book.

Fol. I (*continued*).

Gunter,[1] Thomas Raynold[2] et Thomas Avan,[3] iadays maires de mesme le vile, Roger Kelsale[4] un dez Burgeys de mesme le vyle, David White[5] adonque esteant viscount de mesme le vile, Thomas Smyth[6] iadays viscount de mesme le vile, et Christofer Ambros[7] un dez Burgeys de mesme le vile,[8] en le manere et fourme quensuit, Cestassavoir que apres ascun accord[9] de Dette afferme en le comyn courte de mesme le vile envers ascun home demeurant deinz mesme le vile que le processe sera tiell. Emprimes le defendant serra somone et apres en le procheyn court il aura un essoyne, sil voet, pour un dener[10] et apres en le procheyn courte il aura un defaute saunz rien perdere. Et apres sil ne vient un attachement.[11] Et sil troue un home destre son plegge sur mesme latachement, sil face defaute, le prime[12] iour il serra amercie iid. le seconde iour iiiid. le tierce iour vid. le quarte iour viiid. le quinte iour xd. le vi iour xiid. et issint apres a chescun courte sil face defaute il sera amercie a xiid. iesque il veigne et respoyne al pleyntif, et auxi en mesme le manere lissues serront retournes apres une distresse agarde envers le defendant sicome est dit dez amercimentes avantditz si le sargent retorne le defendant sufficient.[13]

[VERTE.]

Fol. I B. (1). Item est assentu et accorde mesme le iour que apres ceo que ascun issue est ioine entre lez pleyntifes et defendauntes en mesme le courte que si le pleyntif ne voile suer ci ovesques[14] effecte pur aver sa jurre deinz trois moyes proscheynes apres lissue ioine, que le pleintif perdera son accion pur mesme le temps.

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1 ***William Gunter*** was mayor in 1477-8, 1485 and 1493.

2 ***Thomas Raynold***, mayor in 1477; Parliamentary burgess, 1482-3 and 1485 (J. S. Davies, ***Hist. of Southampton***, pp. 202 and 203).

3 ***Thomas Avan***, mayor in 1480. He does not appear as mayor in Miss Aubrey's corrected list, but he is thus given in Speed's list (Speed, p. 184, n.).

4 ***Roger Kelsale*** was a Parliamentary burgess in 1477-8 and 1482-3 (J. S. Davies, ***Hist. of Southampton***, p. 202). He was attainted with Walter Williams and William Overey in 1483-4 for being concerned in the Duke of Buckingham's rebellion; this act was afterwards reversed (***Parl. Rolls***, VI, pp. 245 and 273). In the act he was described as a "yeoman."

5 ***David White***, sheriff in 1482 and again in 1484 (Speed, corrected list, pp. 183-4).

6 ***Thomas Smith***, sheriff in 1480-1, ***ib.***

7 ***Christopher Ambrose***, mayor in 1487, ***ib.***

8 See Introduction.

William Gunter, Thomas Raynold and Thomas Avan, formerly mayors of the same town, Roger Kelsale, one of the burgesses of the same town, David White, then sheriff of the same town, Thomas Smyth, formerly sheriff of the same town, and Christofer Ambros, one of the burgesses of the same town, in the manner and form following: to wit, that after any agreement of debt affirmed in the common court of the town towards any man dwelling within the same town the process shall be thus:—In the first place the defendant shall be summoned, and afterwards at the next court he shall have essoin, if he wishes, for one penny, and afterwards in the next court he shall have default without losing anything. And afterwards, if he does not come, an attachment. And if he finds a man to act as his pledge for the same attachment, if he makes default the first day he shall be fined twopence; the second day, fourpence; the third day, sixpence; the fourth day, eightpence; the fifth day, tenpence; the sixth day, twelvepence; and thenceforward at each court if he makes default he shall be fined twelvepence, until he comes and answers to the plaintiff; and also in the same manner the issues of the amercements aforesaid shall be returned after a distress awarded against the defendant, as it has been said, if the sergeant returns the defendant as sufficient.

[TURN OVER.]

(1). Item, the same day it is consented and agreed that after any issue is joined between the plaintiffs and defendants in the same court, that if the plaintiff does not wish to sue here with effect in order to have his jury within the next three months after the issues are joined, the plaintiff shall lose his action for the same time.

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9 "Accion," *Hist. MSS. Com. Report*, XI, Appendix III, p. 9.

10 "Pour un dener" omitted in *Hist. MSS. Com. Report*, XI, Appendix III, p. 9.

11 Translated by Miss Bateson, "He shall be attached" (*Borough Customs*, Vol. I, p. 187).

12 "Prime" is written "proime" in *Hist. MSS. Com. Report*, XI, Appendix III, p. 9.

13 This ordinance is classed by Miss Bateson in the *Borough Customs* (Selden Soc. pub.), Vol. I, p. 187, among the debt processes between burgesses; but it is distinctly stated that it concerns the process against any man dwelling in the town. On the whole, the nearest parallel to this ordinance given in the *Borough Customs* is in the provisions made at Lincoln in 1480-1 (M. Bateson, *Borough Customs*, Vol. I, p. 189).

14 "Ci ovesques." These words are omitted in *Hist. MSS. Com. Report*, XI, Appendix III, p. 9. As a rule, "ovesques" means "with."

Fol. I B (*continued*).

(2). Item est assentu et accorde mesme le iour que apres ceoque ascun issue est ioine come est avauntdit auxi bien en le comyn courte come en le courte de pee-poudres[1] si le summe en demaunde soit declare a x marces ou deinz que le sargent[2] avera pur faire son retourne del panell forsque xii d. Et si le summe en demaunde soit declare ouster x marces come a x livres xx marces xx livres ou ouster donques le sargent avera pur fair son retorne del panell forsque ii s.

(3). Item est assentu et acorde quen un plee de trespas le defendant pledera al Issue et tiendra son ley si les damages soient declares a xl s. ou ouster et priera que le pleyntif soiet examyne si cez damages atteygnent a xl s. ou ouster par reson de mesme trespas. Et si le pleyntif refuse le examynation donques le defendant ferra son ley.[3] Et si le pleyntif sur son serement sur un liver dit qil est en damage a xl s. ou ouster donque lissue serra trie par pais.

(4). Item est assentu et acorde mesme le iour que le clerk del ville[4] prendera de chescun burgeys pur faire ou pur entrer son declaracion si le summe en demaunde soit declare a x marcs ou deinz forsque xii d. Et si le summe en demaunde soit declare a x livres xx marcs xx livres ou ouster il prendera pur faire ou pur son entre del declaracion de mesme le plee forsque ii s. Et des estraungers ou foreyns il prendera sicome ils poient agrees.

(5).[5] Item est assentu et accorde mesme le iour que le fees pur suerte de pease ne extendra ouster ii s. dount le maire[6] avera xii d. le clerk del vile viii d. et le sargeant qui executer son office de ceo iiii d.

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1 This ordinance is made, it should be observed, after the charter of Edward IV (1461), by which the Court of Pie Powder was first definitely acknowledged. It was now, perhaps, organised apart from the Common Court.

2 The *Sergeant* was originally chosen by the 12 discreets (*Oak Book*, Vol. I, p. 44, Ord. 32). Their business was to execute all attachments in the town (Speed, p. 61). As a rule they were not burgesses (Davies, *Hist. of Southampton*, p. 211). In the present instance the sergeant's duty was presumably to summon the persons nominated for the jury.

3 "Wage his law," *i.e.*, deny his debt with the help of compurgators (Pollock and Maitland, *Hist. of English Law*, Vol. II, p. 214).

(2). Item, the same day it is assented and agreed that after any issue is joined as aforesaid, as well in the Common Court as in the Court of Pie Powder, if the sum in demand be declared to be ten marks or under, the sergeant shall have, in order to make his return of the panel, only 12d. And if the sum in demand be declared to be beyond 10 marks, like £10, 20 marks, £20, or beyond, then the sergeant shall have two shillings to make his return of the panel.

(3). Item, it is assented and agreed that in a plea of trespass the defendant shall plead to the issue, and shall hold his law if the damages are declared at 40 shillings or upward, and shall pray that the plaintiff be examined if the damages reach to 40 shillings or more by reason of the same trespass. And if the plaintiff refuses the examination, then the defendant shall wage his law. And if the plaintiff upon his oath upon a book says that he is in damage to 40 shillings or beyond, then the issue shall be tried by the country.

(4). Item, the same day it is assented and agreed that the town clerk shall take of each burgess, in order to make or enter his declaration, if the sum in demand be declared at 10 marks or under, 12d. And if the sum in demand be declared at £10, 20 marks, £20 or beyond, he will take to make or for his entry of the declaration of the same plea, only two shillings. And of strangers or foreigners he will take as they can agree.

(5). Item, the same day it is assented and agreed that the fees for surety of the peace shall not extend beyond two shillings, of which the mayor shall have 12d., the clerk of the town 8d., and the sergeant who executes his office for this, 4d.

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[4] *Town Clerk*. The town clerk is mentioned, according to Davies, as early as 1315 (J. S. Davies, *Hist. of Southampton*, p. 186). He was a functionary of considerable importance, though he is not mentioned in the charters till the time of Charles I (*Charters of Southampton*, Vol. I, p. xxiii, Vol. II, p. 142, etc.). In the *Oak Book* (Ord. 32) it is ordered that he should be chosen yearly. His functions are not defined; but in a later document in this book (Fol. xliii, 21 Henry VII) he is ordered to take the water bailiff's account weekly in conjunction with the mayor; and he occasionally appears with other town officials as witness to the deeds enrolled. He was probably the town's legal adviser and man of business (see *Oak Book*, Vol. I, p. xxvii). He was said, in 1457, to receive an annual payment of £5 and cloth for a gown with other perquisites (Speed, p. 52).

[5] This paragraph is omitted in the *Hist. MSS Com. Report*, XI, Appendix III, p. 9.

[6] For details about the regular payment of the mayor see J. S. Davies' *Hist. of Southampton*, p. 167, and Fol. xliii of the present book.

Fol. I B (*continued*).

(6). Item est acorde et assentu mesme le iour que quaunt un estraunger ou Foreyn afferme ascun accion en le comen courte ou en le courte de pee poudres il gagera al sargent que doit executer son office[1] de mesme le pleynt en nown de plegge iiid.

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(7). Memorandum, that at the assemble holden in the Guyhald of the Towne of Suthampton the ixth day of Decembere the xxii^ti yere of the reigne of Kynge Edward the iiijth[2] before Water William meiar of the said town his bretheris and Comburgenses of the same towne, hit is agreid assentid and by a common accorde concluded in forme folowynge, that is to say emonge other. A pavyour to be ordeyned to dwell in a house of the Townes price of xiii s. iiij d. rent free. And to have yerely a gowne to this entent, that he shall with a Sargent of the same towne doo serche the pavement of the seid towne and also to pave in all places nedefull withyn the seid towne, and doo all thyng that longeth to that office withyn the seid towne. And doo all things that longeth to that office withyn the seid towne takyng his wages for his labour as it is used for a Tese[3] provided alwey that the Stone and all manner thyng to the seid pavement belongyng be ordeyned by hym or theym afore woes house the pavement shall bee noyouse or needfull of reparacion.[4]

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1 "Executer son office." These words are omitted and "son affire" is substituted in the *Hist. MSS. Com. Report*, XI, Appendix III, p. 10.

2 December 9th, 1482.

3 A fathom (Davies, *Hist. of Southampton*, p. 119). Halliwell and Wright both give "teise" as meaning a fathom. "Tese" is an Anglo-Norman form of Old Fr. "teise," Mod. Fr. "toise."

(6). Item, the same day it is agreed and assented that when a stranger or foreigner affirms any action in the Common Court or in the Court of Pie Powder, he will gage to the sergeant who ought to execute his office concerning the same complaint, by the name of pledge, 3d.

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[4] For an account of the paving of the town, see Davies' *Hist. of Southampton*, pp. 93, 119, and 120. The material prosperity of the fifteenth century showed itself, among other ways, in the improved paving of the towns. Bristol, Canterbury, Gloucester, and Exeter were among the towns which were newly paved about this time (Mrs. J. R. Green, *Town Life in the Fifteenth Century*, Vol. I, p. 18, n.).

[Land Conveyances.]

Fol. II. (1). Ad curiam[1] ibidem tentam coram Johanne Flete[2] tunc Ballivo[3] ibidem et sectatoribus curie die martis proximo ante Festum Sancte Marie Magdalene anno regni Regis Ricardi Secundi post conquestum Anglie decimo sexto.[4] Ad hanc curiam venerunt Laurencius Goldsmyth et Agnes uxor ejus filia et heres henrici Gosberd de Suthamptona et protulerunt coram Ballivo et sectatoribus predictis in plena curia unam cartam feoffamenti cujus tenor sequitur in hec verba.

Sciant presentes et futuri quod ego Laurencius Goldsmyth et Agnes uxor mea filia et heres henrici Gosberd de Suthamptona ex unanimi assensu et consensu dedimus concessimus et hac presenti carta nostra confirmavimus domino Willielmo Herry et domino Willielmo Blont de Suthamptona Capellanis decem solidos quiete et annui redditus ac eciam redditum viginti solidorum cum acciderit exeuntium annuatim de quodam tenemento cum suis pertinenciis Willielmi Dert et Agnetis uxoris ejus quod scituatum est in predicta villa in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte vici inter quemdam introitum cujusdam tenementi domini Roberti Plesyngton[5] militis ex parte boreali et quoddam tenementum dictorum domini Willielmi Herry et domini Willielmi Blont quod nuper perquisierunt de Philippo Valeys et Isabelle uxore ejus ex parte australi; habendum et tenendum et percipiendum predictos decem solidos quiete redditus ac eciam dictam redditum viginti solidorum cum acciderit predictis Willielmo et Willielmo heredibus et assignatis suis libere quiete integre bene et pacifice imperpetuum de capitalibus dominis feodi illius

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1 "Curia," see Introduction.

2 *John Flete* was a prominent official in Southampton towards the end of the fourteenth century. He acted as Parliamentary burgess in 1382 and 1384, and was mayor in 1395 and 1397 (J. S. Davies, *Hist. of Southampton*, pp. 201 and 172). He was also alderman at various times (see Fol. viii b, Fol. ix, etc.). He was appointed controller in Southampton of the subsidy of 2/- on each tun of wine and 6d. per lb. on other goods (*Pat. Rolls Cal.*, 1382, p. 129); and in 1393 was joined with the then mayor, John Polymond, in a commission to examine wool brought from Wales to Southampton *en route* for Genoa (*ib.*, 1393, p. 291). In 1398 he was joined with William Overay, John Deryng, and others to examine into a complaint of Master Thomas Carlell, Provost of Queen's Hall, Oxford, and Master of the Domus Dei, Southampton, that divers lands belonging to the Domus Dei were unduly detained by the tenants (*ib.*, 1398, p. 365). Flete must have died before the beginning of Henry V's reign, as at that period there is a deed to the effect that Margery, widow of John Flete, had married William Bridlep; and in right of her late husband possessed a shop purchased by him in the Fish Market (see Fol. xix b).

(1). At the court there held before John Flete, then bailiff there, and the suitors of the court, the Tuesday before the Feast of St. Mary Magdalen, in the sixteenth year of the reign of King Richard the Second after the Conquest of England. To this court came Laurence Goldsmyth and Agnes his wife, the daughter and heir of Henry Gosberd of Southampton, and brought before the bailiff and suitors aforesaid in full court a deed of feoffment of which the tenor follows in these words.

Know all men, present and future, that I, Laurence Goldsmyth, and Agnes my wife, daughter and heir of Henry Gosberd of Southampton, with one assent and consent have given, granted and by this present charter confirmed to Sir William Herry and Sir William Blont, chaplains of Southampton, ten shillings of quit and yearly rent and also a rent of twenty shillings, when it shall fall due, from the yearly outgoings of a certain tenement with its appurtenances belonging to William Dert and Agnes his wife, which is situated in the aforesaid town in the parish of the church of Holy Rood in English Street, on the west side of the street, between a certain entrance of a certain tenement of Sir Robert Plesyngton, knight, on the north side, and a certain tenement of Sir William Herry and Sir William Blont which they have lately purchased from Philip Valeys and Isabella his wife, on the south side, to have and to hold and receive the aforesaid ten shillings of quit rent and also the said rent of twenty shillings, when it shall fall due, to the aforesaid William and William, their heirs and assigns, freely, quietly, entirely, well and peaceably for ever of the chief lords of that fee by the service thence due and

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3 *Bailiff.* The bailiffs were in the first instance the king's officers in the town (Davies, *Hist. of Southampton*, p. 163). Their business was to execute the king's command and preside over his courts. They are first mentioned in the charter of 1252 (*Charters of Southampton*, Vol. I, p. 6). By the time of the Oak Book Ordinances they had become elected officers, being chosen by the twelve discreets (*Oak Book*, Ord. 32). Their duties remained the same: to execute the king's commands and to do justice (*ib.*); and to collect and pay over the customs (*ib.*, Ords. 33 *et seq.*). They took cognisance of debts (*ib.*, Ord. 27), and were associated with the mayor and aldermen in administering trade regulations (*ib.*, Ords. 27 and 31). Together with the mayor they presided at the town courts, as appears in the Black Book. In 1445 their election was placed, like that of the mayor, in the hands of the burgesses (*Charters of Southampton*, Vol. I, p. 56).

4 Tuesday, July 16th, 1392.

5 *Robert Plesyngton*, knight, was Chief Baron of the Exchequer in 1380. He was removed from office in 1386, it is said in consequence of his connection with the party of the Duke of Gloucester. In 1387 he acted as spokesman in Parliament for the lord's appellant. He died September 27th, 1393 (*Dict. Nat. Biog.*).

Fol. II (*continued*).

per servicia inde debita et de jure consueta. Et nos predicti Laurencius et Agnes uxor mea et heredes nostri predictis decem solidos quiete annui redditus ac etiam predictum redditum viginti solidorum cum acciderit predictis Willielmo et Willielmo heredibus et assignatis suis contra omnes gentes warantizabimus imperpetuum. In cujus rei testamonium presenti carte sigilla nostra apposuimus. Et ad maiorem securitatem faciendam sigillum maioratus ville Suthamptone huic apponi procuravimus. Hiis testibus Johanne Pulmond[1] maiore, Johanne Flete Ballivo, Ricardo Bradway[2] senescallo[3] ville Suthamptone, Nicholao Langstoke,[4] Waltero Lange,[5]

1 *John Pulmond* or *Polymond*, mayor 1365, 1369, 1380-2, 1384, 1386, 1391, and 1392 (J. S. Davies, *Hist. of Southampton*, p. 172); Parliamentary burgess, 1364-5, 1373, 1380-2, 1384 (*ib.*, p. 201). He was a merchant and concerned in various more or less piratical ventures. In 1377 he received a pardon for having, during four years in the last reign, laden ships at Southampton with horses, corn, and herrings, and sold the same to the king's enemies in Normandy (*Pat. Rolls Cal.*, 1377, p. 79). In 1378, together with Thomas Bygard, the customer, and William Malmeshull, the bailiff of the town, he was charged with having recently seized two ships, one of Sluys and one of Fowey, and having distrained on them on the pretence of levying customs. He joined with John Flete, Nicholas Langstoke, and others in forestalling goods to the amount of £200, and committed various other commercial misdemeanours (*ib.*, 1378, p. 81). For all these he was pardoned; and was soon after commissioned to pay the labourers then at work on Southampton Castle and to sell timber for that and other expenses connected with the town fortification (*ib.*, 1378, p. 284; 1379, p. 313, etc.). Polymond had earlier been associated with the town defences, as he had been appointed in 1370, with Hugo de Estote, to array all the men in the town against the French (J. S. Davies, *Hist. of Southampton*, p. 81); his name was perpetuated in that of the tower at the north-east corner known as Polymond's Tower (*ib.*, p. 104). He had another claim on the remembrance of his fellow townsmen, since in 1384 he built a new wool-house for weighing wool, and obtained a grant that the king's wool should henceforth be weighed there (*Pat. Rolls Cal.*, 1384, p. 476). He was a man of considerable wealth; he owned numerous tenements in the town, and in 1383 lent the king 500 marks to be repaid from the customs (*ib.*, 1383, p. 279).

2 *Richard Bradewey*, like Polymond, frequently held office both as mayor, bailiff, steward, and alderman. He was Parliamentary burgess in 1399 (Davies, *Hist. of Southampton*, p. 201). He seems to have died in 1415 and to have left a son, also Richard Bradwey. William Wygant acted as his executor, and in that capacity sold three tenements and five shops, formerly Bradewey's, to John Mascall and Walter Fetplace (*ib.*, p. 377).

3 *Steward.* The duties of the steward were, in the main, those of a treasurer (J. S. Davies, *Hist. of Southampton*, p. 210, also pp. 214 *et seq.*). He received and disbursed the town moneys. Thus the present Steward, Richard Bradewey, during a later tenure of office (5 Henry IV) received an acknowledgment of the payment of half the subsidy due from the town—£8 13s. 3d. (*Hist. MSS. Com. Report*, XI, Appendix III, p. 76). About fifty-three stewards' books, ranging in date from the middle of the reign of Henry VI to the time of Charles II, are still extant (*ib.*, p. 3). The steward seems to have been originally an officer of the Merchant Guild rather than of the town (Gross, *Gilda Mercatoria*, Vol. I, p. 26); certainly this appears to have been the case at Southampton (*Oak Book*, Vol. I, p. xxiv).

customary by law. And we, the aforesaid Laurence and Agnes my wife, and our heirs, will warrant the said ten shillings of yearly quit rent, and also the aforesaid rent of twenty shillings, when it shall arise, to the aforesaid William and William, their heirs and assigns, against all men for ever. In witness of this we have affixed our seals to this present charter, and for greater security we have caused the seal of the mayor of the town of Southampton to be placed here. These being witnesses, John Pulmond, mayor, John Flete, bailiff, Richard Bradway, steward of the town of Southampton, Nicholas Langstoke, Walter Lang,

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His position was well nigh as important as that of an alderman. The common chest was to be kept in his house or that of the chief alderman (*ib.*, Ord. 35). He kept the rolls and the treasure under the alderman's seal (*ib.*, Ord. 8), and, like the alderman, was permitted to introduce strangers to the Guild (*ib.*, Ord. 2). These rules refer to a period anterior to that of the Black Book, but the duties and position of the steward seem to have continued the same during the fifteenth century. It is worthy of note that in these deeds in the Black Book, burgesses appear first as holding the position of stewards, and subsequently attain to that of mayor or bailiff, suggesting that the steward's dignity remained—as in the period of the Oak Book Ordinances—slightly inferior to that of the other great officers.

4 *Nicholas Langstoke*, bailiff 1367, mayor 1374, 1379, and 1394 (Davies, *Hist. of Southampton*, p. 172). He was a merchant and a man of property in the town. Like John Polymond, he appears to have had an easy conscience in money matters. In 1378 he, with Richard May, John Flete, William Bole, and others, was pardoned for forestalling (*Pat. Rolls Cal.*, 1378, p. 81). In 1380 he was accused (with what result does not appear) of having joined with certain other persons to forge recognisances, under the Statutes of Merchants, of a debt for £550, payable by John and Richard Wyncestre to a certain William Underhull, then dead. The object of this forgery was said to be to invalidate the sale of the manor of Otterbourne by the said Richard Wyncestre to Hugh Craam, of Winchester. Langstoke was alleged to have been bribed to join in the forgery by receiving recognisances of certain debts due in Southampton (*ib.*, 1380, p. 577). Whatever the upshot, Langstoke could not have suffered severely, as ten years later he held a commission to act as Collector of Petty Customs (*Pat. Rolls Cal.*, 1390, p. 357).

5 *Walter Lange*, mayor 1393 and 1407, Parliamentary burgess 1397 and 1405-6 (J. S. Davies, *Hist. of Southampton*, pp. 172-3 and 201-2). Like most of the prominent burgesses of Southampton, he was a merchant and shipowner. He may perhaps be identified with the Walter Longe who in 1398 was commissioned to take mariners for his ship "La Marie," of Southampton, to carry the Duke of Surrey to Ireland (*Pat. Rolls Cal.*, 1398, p. 438). In 1400 a grant of a ship called the "Mary Knyght" was confirmed to him (*ib.*, 1400, p. 289). In 1402 he was one of a commission to supervise and prepare a number of ships for sea (*ib.*, 1402, p. 196); and in 1403 he was joined with the mayor (Henry Holwey) and John Lymbourne in a commission to secure men at arms and archers for the protection of the wine ships sailing to Bordeaux from the attacks of Breton rovers (*ib.*, p. 298); while, on the other hand, a few years later he was commissioned to arrest certain English pirates (including the mayor of Poole!) who had lawlessly seized some Breton and Spanish ships (*ib.*, 1408, p. 418).

Fol. II (*continued*).

Johanne Pyngston,[1] Johanne Skarlet[2] et multis aliis. Data apud Southamptonam quarto-decimo die mensis Julii, anno regni Regis Ricardi secundi post conquestum Anglie sexto-decimo.[3] Qua quidem carta coram Ballivo et Sectatoribus curie predicte lecta audita et sigillata sigillis predictorum ffeoffantium, ipsa Agnes presens in curia per se sola examinata et jurata si hoc fuerit factum suum proprium et spontaneum absque cohercione predicti viri sui et quod vellet demandare hanc cartam irrotulari in exclusionem juris sui et heredum suorum de redditibus predictis secundum consuetudinem ville imperpetuum fatebatur et publice recognoscebat omnia in predicta carta contenta esse factum suum et quod spontanee hoc fecit et sic petit inbreviari sive irrotulari in exclusionem iuris sui de prenominatis secundum consuetudinem ville imperpetuum.[4] Et admissa est per curiam secundum consuetudinem, etc.

(2). Item ad eandem curiam coram Ballivo et sectatoribus predictis in plena curia venerunt Laurencius Goldsmyth de Suthamptona et Agnes uxor ejus filia et heres henrici Gosberd de Suthamptona et protulerunt coram Ballivo et sectatoribus predictis in plena curia quoddam scriptum relaxacionis cujus tenor sequitur in hec verba. Noverint universi per presentes[5] me Laurencium Goldsmyth de Suthamptona et Agnetem, uxorem meam filiam et heredem henrici Gosberd, ex unanimi assensu et consensu, remississe relaxasse ac omnino pro nobis et heredibus nostris imperpetuum quietum clamasse Domino Willielmo Herry et domino Willielmo Blont de Suthamptona capellanis

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1 *John Pyngston*, probably identical with *John Penkeston* (Fo. lv. b, 2, etc.), balliff 1393 and 1396, Parliamentary burgess 1386 and 1405-6 (Davies, *Hist. of Southampton*, pp. 172-3 and 201-2); controller at Southampton of customs on wool and of the subsidy of 3/- a tun on wine and 12d. on other goods (*Pat. Rolls Cal.*, 1391, p. 6); butler at Southampton 1395 (*ib.*, 1395, p. 616).

2 *John Skarlet*, bailiff 1368, Parliamentary burgess 1387-8 (Davies, *Hist. of Southampton*, pp. 172, 201).

3 14th July, 1392.

John Pyngston, John Skarlet and many others. Dated at Southampton on the fourteenth day of the month of July, in the sixteenth year of the reign of King Richard the Second after the Conquest of England. And this charter having been read, heard and sealed with the seals of the aforesaid grantors before the bailiff and suitors of the said court, Agnes herself being present in court, having been examined by herself alone and sworn, whether this was her own voluntary deed, without compulsion by her husband aforesaid, and whether she wished to ask that this charter might be enrolled to the exclusion of her right and that of her heirs to the aforesaid rents for ever according to the custom of the town; she said and publicly acknowledged that everything contained in the aforesaid charter is her deed and she did it of her own free will, and so asks that it may be entered or enrolled to the exclusion of her right to the things aforesaid, according to the custom of the town for ever. And it was admitted by the court according to custom, etc.

(2). Also to the same court before the aforesaid bailiff and suitors came Laurence Goldsmyth, of Southampton, and Agnes his wife, daughter and heir of Henry Gosberd, of Southampton, and laid before the bailiff and suitors aforesaid in full court a certain deed of release, of which the tenor follows in these words. Let all men know by these presents that I, Laurence Goldsmyth, of Southampton, and Agnes my wife, daughter and heir of Henry Gosberd, by unanimous consent and agreement have remitted, released, and for ourselves and our heirs for ever have entirely quit claimed to Sir William Herry and Sir William Blont, of Southampton, chaplains, their heirs and assigns, all the

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4 This separate acknowledgment by the wife of the validity of the deed is a feature common to almost all these deeds when both husband and wife are concerned in the grant. It was a custom very usually observed in boroughs when the land granted was part of the woman's dower, or if in some way she held land jointly with her husband (see M. Bateson's *Borough Customs*, Vol. II, pp. 115 *et seq.*).

5 Beginning of release. It is of some interest to note that whereas throughout the Black Book the deeds of feoffment almost invariably begin with the formula, "Sciant presentes et futuri," releases usually commence "Noverint universi," except where this phrase is preceded by some form of salutation. Forms of salutation do not usually appear in the deeds of feoffment in the Black Book.

Fol. II (2) (*continued*).

heredibus et assignatis suis totum jus nostrum et clameum quod habemus, habuimus seu quovismodo habere potuimus in quodam tenemento de duobus tectis cum suis pertinenciis in
Fol. II B. Suthamptona in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte vici inter tenementum Johannis Pulmond ex parte australi et quoddam mesuagium Willielmi Dert ex parte boriali. Ita quod nec nos predicti Laurencius et Agnes uxor mea nec heredes nostri nec aliquis alius nostro nomine quicquam juris vel clamii in predictum tenementum cum suis pertinenciis de cetero exigere vel vendicare poterimus quovismodo set inde totaliter exclusi sumus imperpetuum per presentes. Et nos predicti Laurencius et Agnes uxor mea et heredes nostri predictum tenementum cum suis pertinenciis predictis Willielmo et Willielmo heredibus et assignatis suis contra omnes gentes warantizabimus imperpetuum. In cuius rei testimonium presenti scripto relaxacionis sigilla nostra apposuimus. Et ad maiorem securitatem hujus rei faciendam sigillum maioratus ville Suthamptone apponi procuravimus, hiis testibus, Johanne pulmond maiore, Johanne fflete Ballivo, Ricardo Bradway seneschallo ville Suthamptone, Nicholao langstoke, Waltero lang, Johanne Pyngston, Johanne skarlett et multis aliis. Datum apud Southamptonam quarto-decimo die Julii anno regni Regis Ricardi secundi post conquestum Anglie sexto-decimo. Quo quidem scripto relaxacionis lecto et audito, ipsa Agnete per se sola examinata et jurata secundum consuetudinem ville fatetur hoc esse Factum suum et publice recognovit hoc se ffecisse absque cohercione predicti viri sui. Et ita petit hic inbreviari in exclusionem juris sui et heredum suorum de tenemento predicto juxta formam scripti predicti imperpetuum secundum consuetudinem ville. Et Admissa est per curiam et inbreviata in exclusionem juris sui et heredum suorum imperpetuum secundum consuetudinem.

right and claim which we have, have had, or in any way can have had to a certain tenement with two gables and its appurtenances in Southampton, in the parish of Holy Rood, on the west side of English Street between John Polymond's tenement on the south and William Dert's messuage on the north. So that neither we, the aforesaid Laurence and Agnes my wife, nor our heirs, nor any one else in our name can henceforth exact or sell any right or claim to the said tenement and its appurtenances, in any manner, but we are totally excluded from thence for ever by these presents. And we, the aforesaid Laurence and Agnes my wife, and our heirs, will warrant for ever the aforesaid tenement with its appurtenances to the aforesaid William and William, their heirs and assigns against all men. In witness whereof we place our seals to the present writing of release. And for the greater security of this matter we have caused the seal of the mayoralty of Southampton to be affixed: these being witnesses, John Pulmond, mayor, John Flete, bailiff, Richard Bradway, steward of Southampton, Nicholas Langstoke, Walter Lange, John Pyngston, John Skarlett, and many others. Dated at Southampton, the fourteenth of July, in the sixteenth year of the reign of Richard the Second after the Conquest of England. And this writing of release having been read and heard, the same Agnes was examined and sworn by herself according to the custom of the town and declared this to be her own deed, and publicly owned that she had done it without coercion from her husband aforesaid. And so she asked this be enrolled to the exclusion of her right and that of her heirs in the tenement aforesaid, according to the form of the writing aforesaid for ever, according to the custom of the town. And this is granted by the court and enrolled to the exclusion of her right and that of her heirs for ever according to custom.

Fol. II B (2).

[*Transcribed and Summarised.*][1]

Item ad eandem curiam coram Ballivo et Sectatoribus infra nominatis, seu specificatis venerunt in propriis personis suis Philippus Valeys et Isabella uxor sua et protulerunt, etc., unam cartam feoffamenti cujus tenor sequitur, etc. Sciant presentes et futuri quod ego Philippus Valeys et Isabella uxor mea, etc., dedimus, etc., domino Willielmo Herry et domino Willielmo Blunt de Suthamptona capellanis quoddam tenementum de duobus tectis cum suis pertinenciis quod scituatum est, etc., in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte vici inter tenementum Johannis Pulmond ex parte australi et quoddam mesuagium Willielmi Dert ex parte boriali: habendum et tenendum totum predictum tenementum, etc., predictis Willielmo et Willielmo, heredibus et assignatis suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita, etc. Et ego predictus Philippus et Isabella uxor mea et heredes nostri predictum tenementum, etc., predictis Willielmo et Willielmo, etc., contra omnes gentes warantizabimus et defendemus in perpetuum. In cujus rei testimonium huic presenti carte nostre sigilla nostra apposuimus. Et ad maiorem securitatem faciendam sigillum maioratus ville Suthamptone huic apponi procuravimus. Hiis testibus Johanne Pulmond maiore, Johanne Flete Ballivo, Ricardo Bradway seneschallo ville Suthampton, Nicholao Langstoke, Waltero Lange, Johanne Pyngston, Johanne Skarlet et multis aliis. Datum apud Suthamptonam duodecimo die mensis Julii anno regni regis Ricardi secundi post conquestum Anglie sexto decimo. Qua quidem carta predicta lecta publice et audita ipsa Agnete[2] Isabella per se sola supra hac examinata et jurata secundum consuetudinem ville, fatetur hanc cartam esse factum suum, et publice recognovit hanc se fecisse absque cohercione predicti Philippi viri sui. Et ita petit ipsa Isabella hic inbreviari in exclusionem juris sui et heredum suorum de tenemento predicto juxta formam et effectum carte predicte imperpetuum secundum consuetudinem ville. Et admissa est per curia et inbreviatur in exclusionem iuris sui et heredum suorum imperpetuum secundum consuetudinem ville.

[1] In deeds described as "transcribed and summarised" formal phrases, of which examples appear in the deeds transcribed in full, have been omitted. No statement of fact is left out.

Also to the same court, before the bailiff and suitors named or specified below, came in their proper persons Philip Valeys and Isabella his wife, and brought forward, etc., a deed of feoffment, of which the tenor follows, etc. Know all men present and to come that I, Philip Valeys, and Isabella my wife, etc., have given, etc., to Sir William Herry and Sir William Blunt, of Southampton, chaplains, a certain tenement with two roofs, with its appurtenances, situated, etc., in the parish of the church of Holy Rood in English Street, on the west side of the street between the tenement of John Pulmond on the south side and a certain messuage of William Dert on the north side, to have and to hold all the aforesaid tenement, etc., to the aforesaid William and William, their heirs and assigns for ever, of the chief lords of the fee by the services thence due, etc. And I, the aforesaid Philip, and Isabella my wife and our heirs, will warrant and defend the said tenement, etc., to William and William, etc., against all men for ever. In witness whereof we have affixed our seals to this present deed. And for greater security we have caused the seal of the mayoralty of the town of Southampton to be affixed to it. These being witnesses: John Pulmond, mayor, John Flete, bailiff, Richard Bradway, steward, of Southampton, Nicholas Langstoke, Walter Lange, John Pyngston, John Skarlet, and many others. Dated at Southampton the twelfth day of the month of July, the sixteenth year of the reign of King Richard the Second after the Conquest of England. And the deed having been publicly read and heard, Isabella having been examined thereon alone and sworn according to the custom of the town, says that this deed is her doing, and publicly acknowledged that she has executed this without compulsion by the said Philip her husband. And so the said Isabella asks that this be entered to the exclusion of her right and that of her heirs to the aforesaid tenement according to the form and purpose of the said deed, for ever, in accordance with the custom of the town. And it was granted by the court and enrolled to the exclusion of her right and that of her heirs for ever, according to the custom of the town.

[2] "Agnete" was inserted by mistake in the Black Book enrolment and deleted.

[*Transcribed and Summarised.*]

Fol. III. Ad curiam tentam ibidem die martis proximo post festum Sancte Anne Anno Regni Regis Ricardi secundi decimo sexto[1] coram Johanne Flete tunc Ballivo ibidem.

Ad hanc curiam venerunt Ricardus Hake et Cristina uxor eius de Suthamptona et protulerunt, etc., quandam cartam feoffamenti cujus tenor sequitur, etc. Sciant presentes et futuri quod nos Ricardus Hake et Cristina uxor mea de Suthamptona dedimus, etc., Ricardo Bradewey eiusdem ville burgensi unam croftam terre arabilis jacentem in Suburbio ville predicte[2] in parochia ecclesie Sancte Marie in vico de Estret in boriali parte ejusdem vici inter mesuagium Nicholai Chapman ex parte orientali et terram Johannis Polymond ex parte occidentali et viam regiam ex parte australi et terram Johannis Pukbrok ex parte boriali. Habendum et tenendum totam predictam croftam cum suis pertinenciis predicto Ricardo Bradewey, heredibus et assignatis suis inperpetuum de capitali domino feodi illius per servicia inde debita, etc. Et nos vero predicti Ricardus Hake et Cristina uxor mea et heredes nostri totam predictam croftam terre, etc., predicto Ricardo Bradewey, etc., contra omnes gentes warantizabimus et defendemus imperpetuum. In cujus rei testimonium sigilla nostra presenti apposuimus. Et ad maiorem hujus rei securitatem faciendam sigillum officii maioratus ville Suthamptone antedicte presenti apponi procuravimus; hiis testibus Johanne Polymond tunc maiore, Johanne Flete tunc Ballivo, Nicholao langstoke, Johanne Skarlet, Philippo Cake,[3] Johanne Borard et aliis. Data Southamptona vicesimo nono die Julii anno regni regis Ricardi secundi post conquestum Anglie decimo sexto.[4] Qua quidem carta predicta publice lecta et audita in plena curia predicta ipsa Cristina sola per se examinata et jurata fatetur et publice recognovit hanc cartam esse factum suum et quod spontanie hanc fieri fecit absque cohercione predicti Ricardi Hake viri sui. Et ita petit hic inbreviari, etc. Et admissa est per curiam et inbreviatur prout supra paret in exclusionem juris sui, etc.[5]

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1 Tuesday, July 30th, 1392.

2 "In suburbio ville predicte," *i.e.*, outside the walls.

3 *Philip Cake.* Parliamentary burgess 1378 (J. S. Davies, *Hist. of Southampton*, p. 201).

At the court held there the Tuesday after the feast of St. Anne, 16 Richard II, before John Flete, then bailiff.

To this court came Richard Hake and Cristina his wife, of Southampton, and brought, etc., a deed of feoffment of which the tenor follows, etc. Know all men present and to come that we, Richard Hake and Cristina my wife, of Southampton, give, etc., to Richard Bradewey, of the same town, burgess, a croft of arable land lying in the suburb of the aforesaid town, in the parish of the church of St. Mary, in the street Estret, on the north side of the same street between the messuage of Nicholas Chapman on the east side and the land of John Polymond on the west and the king's highway on the south and the land of John Pukbrok on the north: to have and to hold all the aforesaid croft with its appurtenances to the aforesaid Richard Bradewey, his heirs and assigns for ever, of the chief lord of that fee by the services thence due, etc. And we, the said Richard Hake and Cristina my wife and our heirs warrant and defend the aforesaid croft of land, etc., to the aforesaid Richard Bradewey against all men for ever. In testimony whereof we affix our seals to this present. And for greater safety we have caused to be affixed the seal of the mayoralty of the town of Southampton aforesaid. Witnesses, John Polymond, then mayor, John Flete, then bailiff, Nicholas Langstoke, John Skarlet, Philip Cake, John Borard, and others. Dated at Southampton July 29th, 16 Richard II. And the deed aforesaid being publicly read and heard in the full court aforesaid, Cristina being examined and sworn by herself, and heard in the full court aforesaid, declares and publicly recognised this deed to be her doing, and says that she spontaneously caused it to be executed without compulsion from the aforesaid Richard Hake her husband. And so she asks that it may be enrolled, etc. And it has been admitted by the court and enrolled as appears above in exclusion of her right, etc.

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[4] 29th July, 1392.

[5] Compare previous deeds.

[Will.]

Fol. III (2).

Approbatio sive inbreviatio testamenti[1] Ricardi Mey senioris[2] burgensis ville predicte facta coram Johanne Polymond tunc maiore, Johanne Flete tunc Ballivo, sectatoribus curie et scabinis[3] in communi advocacione et associatione burgensium[4] die martii proximo ante festum Sancti Michaelis Archangeli anno regni regis Ricardi secundi sextodecimo[5] sub eo quod sequitur tenore verborum. [6]In dei nomine amen. Octavo die mensis Julii anno domino millesimo ccc^{mo} nonagesimo secundo. Ego Ricardus Mey senior, Burgensis ville Suthamptona condo testamentum meum in hunc modum. In primis lego animam meam deo et corpus meum ad sepeliendum in cimiterio Sancte Marie juxta[7] Suthamptonam predicte ville per disposicionam executorum meorum. Item lego Agnete uxori mee omnia terras et tenementa mea que vel quas habeo infra libertatem ville Suthamptone supradicte. Habendum et tenendum omnia predicte terras et tenementa prefate Agneti uxori mee usque ad terminum vite sue[8] tantum.[9] Et post decessum vero eiusdem Agnetis, volo et concedo quod omnia terre et tenementa predicta cum suis pertinentiis integre remaneant et revertant Ricardo Mei Juniori et Radulpho Mey capellano filiis meis; habendum et tenendum omnia predicta terras et tenementa prefatis Ricardo Mey juniori et Radulpho usque ad terminum vite eorum seu uni eorum diutius viventi tantum. Et post vero decessum eorum volo quod omnia predicta terre et tenementa cum suis pertinentiis integre vendantur per executores meos vel per executores executorum meorum et pecunia inde redacta distribuatur pro anima mea et animabus omnium fidelium defunctorum secundum disposicionem executorum predictorum. Item lego Radulpho Mey filio meo predicto

1 *Probate or enrolment of the will.* Jurisdiction over wills belonged mainly to the ecclesiastical courts, but the boroughs retained jurisdiction over wills whereby land was devised. By the middle of the thirteenth century burgage land was the only land that *could* be devised. Wills devising chattels had to be proved in the ecclesiastical courts; but records of wills devising either land or chattels were kept in the borough courts also. By the fifteenth century enrolment had ceased in London to be necessary for the probate of a will; but the custom lasted longer in other places (Bateson, *Borough Customs*, Vol. II, cxxxviii-xlii). In the present instance the phrase "probate or enrolment" seems to show that the two processes were still considered identical in Southampton.

2 *Richard Mey.* Like Polymond, Langstoke, and others, Richard Mey was a merchant of Southampton, and, like them, was concerned in forestalling and other illegal practices (*Pat. Rolls Cal.*, 1378, p. 81). This, however, no more debarred him than his fellows from posts of public trust. He was bailiff in 1377 and 1378, and Parliamentary burgess in 1372, 1376-7, 1382-3, and 1384 (J. S. Davies, *Hist. of Southampton*, pp. 172 and 201).

3 The *Scabini*, or *Echevins*, appear frequently among guild officers as associates of the aldermen (Gross, *Gilda Mercatoria*, Vol. I, p. 26, etc.). In Southampton they appear to have been particularly

Probate or enrolment of the will of Richard Mey, senior, burgess of the aforesaid town, made before John Polymond, then mayor, John Flete, then bailiff, the suitors of the court and the echevins in the common assembly and association of burgesses, on the Tuesday before the feast of St. Michael the Archangel, in the sixteenth year of the reign of King Richard the Second, in the form of words following. In the name of God, Amen. Eighth day of July, in the year of our Lord 1392. I, Richard Mey, senior, burgess of the town of Southampton, make my will in this manner. First, I leave my soul to God and my body to be buried in the cemetery of St. Mary by Southampton the aforesaid town, according to the direction of my executors. Item, I leave to Agnes my wife, all my lands and tenements that I have within the liberty of the aforesaid town of Southampton. To have and to hold all the aforesaid lands and tenements to the aforesaid Agnes my wife, only until the end of her life. And after the death of the same Agnes, I will and grant that all the lands and tenements aforesaid with their appurtenances entire shall remain and revert to Richard Mei, junior, and Ralph Mey, chaplain, my sons, to have and to hold all the aforesaid lands and tenements to the aforesaid Richard Mey, junior, and Ralph, only till the end of their lives or of the one living the longer. And after their deaths, I will that all the aforesaid lands and tenements with their appurtenances entire shall be sold by my executors or by the executors of my executors, and the money thence obtained shall be distributed for my soul and the souls of all the faithful dead according to the direction of my aforesaid executors. Item, I leave to Ralph Mey, my son, aforesaid, one basnet, one

connected with guild finance, as three of the four held the keys of the common chest (*Oak Book*, Vol. I, Ord. 35). Before the fusion of the town and guild government they belonged distinctly to the guild (*ib.*, Introd., p. xxiv). They co-operated with the aldermen, seneschal, and sworn men in administering the guild statutes (*ib.*, Ord. 44, etc.). The name disappears early in the fifteenth century.

4 For Town Courts, see Introduction.

5 Tuesday, September 24th, 1392.

6 From this point onward the will is transcribed (with a few omissions) in the *Hist. MSS. Com. Report*, XI, Appendix III, p. 10).

7 "Juxta" omitted in the *Hist. MSS. Com. Report*, XI, Appendix III, p. 10.

8 In many towns the husband was not permitted to bequeath to his wife more than a life interest in his lands (Bateson, *Borough Customs*, Vol. II, cvi). For the general position of women in Southampton, see Introduction.

9 "Tantum" omitted in *Hist. MSS. Com. Report*, XI, Appendix III, p. 10.

Fol. III (2) (*continued*).

unum Basnet, unam loricam, unum par cerotecarum de plate et unum ciphum[1] argenteum secundum meliorem. Item lego Ricardo Mey Juniori filio meo sexaginta solidos sterlingorum quos michi debet Johannes Patrik de Wyntonia. Residuum vero bonorum meorum superius non legatorum lego Agneti uxori mee debitis meis primo persolutis. Ita quod idem Agnes ordinet et disponat pro anima mea tam in exequiis meis quam in die sepulture mee pro cera et distribucione pauperum ac in
Fol. III B. aliis necessariis faciendis sicut ipsa melius viderit expedire. Hujus autem testamenti ordino facio et constituo executores meos[2] Agnetem uxorem meam et Philippum Stone[3] ut ipsi faciant pro anima mea sicut melius viderint expedire. Probatum fuit presens testamentum coram nobis Decano Suthamptone in ecclesia Omnium Sanctorum[4] xvi° die mensis Julii anno domini millesimo ccc^{mo} nonagesimo secundo et legitime pronunciatum eodem concessaque est executoribus in testamento superius nominatis omnium bonorum dicti testamenti administratio in forma juris. In cujus rei testimonium sigillum officii nostri presentibus apposuimus. Datum Suthamptone die loco et anno supradicto.

[Land Conveyances.]

[*Transcribed and Summarised.*]

Ad curiam tentam apud Suthamptonam coram Johanne Polymond maiore et Johanne Flete tunc Ballivo et sectatoribus curie die martis proximo post festum Cathedre sancti Petri anno regni Regis Ricardi secundi xv^{mo}.[5] Ad hanc curiam venerunt Johannes Ryuell et Johanna uxor eius et protulerunt, etc., cartam cuius tenor sequitur, etc.

Fol. IV. Sciant, etc., quod nos Johannes Ryuell et Johanna uxor mea nuper uxor Willielmi Boole[6] de Suthampton dedimus, etc.

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1 "Aphorum," *Hist. MSS. Com. Report*, XI, Appendix III, p. 10.

2 The custom of appointing an executor for some special purpose, as in the present instance, appears to have been common; and the arrangement for handing on the executorship to the executors of the executors had recently been legalised by statute (W. S. Holdsworth, *Hist. of English Law*, Vol. III, pp. 445-6). The custom of appointing the wife as one of the executors seems characteristic of Southampton.

3 Philip Stone evidently acted as executor independently of Agnes Mey, as in 1413 there is a deed of sale by him of one of Mey's shops, without reference to her as co-executor (Fo. xiv b).

breastplate, one pair of gauntlets of plate, and one second best silver cup. Item, I leave to Richard Mey, junior, my son, sixty shillings sterling, which John Patrik, of Winchester, owes me. The remainder of my goods not disposed of above, I leave to Agnes my wife, my debts being first paid; so that Agnes may order and dispose the same for my soul, both for my obsequies and for wax, and for distribution to the poor on the day of my burial, and for doing all other necessary things as she shall think better. Moreover, I ordain, make and constitute as my executors of this will, Agnes my wife, and Philip Stone, that they may do for my soul as they shall think best. The present will was proved before us, the Dean of Southampton, in the church of All Saints, the 16th of the month of July, in the year of our Lord 1392, and pronounced lawful, and administration of all goods of the aforesaid will was granted in the form of law to the executors named above in the will. In witness whereof we have affixed the seal of our office to these presents. Dated at Southampton, the day, place and year aforesaid.

At a court held at Southampton before John Polymond, mayor, and John Flete, bailiff, and the suitors of the court, on the Tuesday next after the Feast of the Chair of St. Peter, 15 Richard II. To this court came John Ryuell and Joan his wife, and brought, etc., the following deed, etc.:—

Know, etc., that we, John Ryuell and Joan my wife, late wife of William Boole, of Southampton, have given, etc., to John

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[4] As both lands and chattels were left by this will, it was necessary that it should be proved both in the borough and ecclesiastical courts. To grant probate of wills was one of the functions of the rural dean of Southampton. The earliest mention of the Deanery of Southampton is said to be in 1282, and both at that period and in 1411 it included All Saints among other churches (J. S. Davies, *Hist. of Southampton*, pp. 332-3).

[5] Tuesday, February 27th, 1392.

[6] ***William Boole***, merchant, pardoned for forestalling (*Pat. Rolls Cal.*, 1378, p. 81); Parliamentary burgess, 1378 and 1385 (Davies, *Hist. of Southampton*, p. 201).

Fol. IV (*continued*).

Johanni Barflet[1] eiusdem ville burgensi unum tenementum cum curtillagio et omnibus suis pertinenciis situatum, etc., in parochia ecclesie sancti Michaelis in vico vocato Bolestret[2] in orientali parte eiusdem vici inter parvam venellam[3] que ducit de Bolestreet predicto usque vicum Franciscum ex parte boriali et mesuagium Thome Appilby[4] ex parte australi. Et extendit idem tenementum, etc., de Bolestret, etc., ad tenementum quod prefatus Johannes Barflet simul cum Thoma Fryk nuper de nobis perquisivit in vico Francisco ex parte orientali. Habendum et tenendum totum predictum tenementum, etc., prefato Johanni Barflet heredibus et assignatis suis, etc., in perpetuum de capitali domino feodi illius per redditus et servicia inde debita, etc. Et nos, vero, predicti Johannes Ryuell et Johanna, etc., totum predictum tenementum, etc., Johanni Barflet, etc., contra omnes gentes warantizabimus et defendemus in perpetuum. In cuius rei testimonium sigilla nostra presentibus apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthampton similiter hiis apponi procuravimus. Hiis testibus Johanne Polymond tunc maiore, Johanne Flete tunc Ballivo, Ricardo Bradewey tunc seneschallo, etc., Nicholao Langstoke, Philippo Cake, Thoma Midlyngton,[5] Thoma Bigard, et aliis. Data Suthampton decimo die mensis novembri Anno regni Regis Ricardi secundi post conquestum quinto-decimo.[6] Super qua quidem carta prefata Johanna sola per se examinata fatetur predictam cartam esse factum suum et sigillo suo sigillatam et quod spontanie fieri fecit, etc., predictam cartam et sic petit ipsam cartam irrotulari, etc., in exclusionem juris sui et heredum suorum et in perpetuum[7] affirmacionem iuris et possessionis prefati feoffati secundum consuetudinem ville predicte et secundum tenorem carte predicte.

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1 *John Barflet* was a considerable land-holder in Southampton, owning many tenements in English Street and elsewhere (*Hist. MSS. Com. Report*, XI, Appendix III, pp. 61, 70, 75, etc.). He was bailiff in 1402 (J. S. Davies, *Hist. of Southampton*, p. 173).

2 *Bolestret, i.e.*, Bugle Street. "Bule Street" is another variant of the name found in 1325 (J. S. Davies, *Hist. of Southampton*, p. 456).

3 "The little lane." The name of this lane appears from Fo. xxvii b to have been Beneytslane or Fortislane. It is not marked on any of the maps published by the Southampton Record Society. The only street running between Bugle Street and French Street to the south of Simnel Street is a continuation of West Gate Street, marked on the map of 1844 as Vyse Lane. This lane appears without a name in the map of 1611; it may possibly be identical with "the little lane" in question.

4 *Thomas Appilby*, Parliamentary burgess, 1389-97 (Davies, *Hist. of Southampton*, p. 201). From the Black Book he appears to have been bailiff in 1387 (Fos. iv and iv b), though Speed gives *John* Appelby as bailiff in that year. Thomas Appilby was controller at Southampton of the subsidy on wine, wool, and hides in 1381 and 1382 (*Pat. Rolls Cal.*, 1381, p. 44; 1382, p. 164). He was controller

Barflet, of the same town, burgess, a tenement with a curtilage and all its appurtenances situated, etc., in the parish of St. Michael, in the street called Bolestret, on the east side of the same street between the little lane which leads from Bolestreet aforesaid as far as French Street on the north, and the messuage of Thomas Appilby on the south. And the same tenement, etc., stretches from Bolestret, etc., to the tenement which the said John Barflet, together with Thomas Fryk, recently bought of us in French Street on the east. To have and to hold the aforesaid tenement, etc., to the aforesaid John Barflet, his heirs and assigns, etc., for ever, of the chief lord of that fee, by rents and services thence due, etc. And we, indeed, the aforesaid John Ryuell and Joan, etc., will warrant and defend all the aforesaid tenement, etc., to John Barflet, etc., against all men for ever. In witness whereof we have affixed our seals to these presents. And for greater safety we have caused the seal of the mayoralty of Southampton to be affixed likewise. Witnesses, John Polymond, then mayor, John Flete, then bailiff, Richard Bradewey, then steward, etc., Nicholas Langstoke, Philip Cake, Thomas Midlyngton, Thomas Bigard, and others. Dated at Southampton, November the tenth, 15 Richard II. And the said Joan, examined alone concerning this deed, declared the aforesaid deed to be her doing and sealed with her seal, and that she caused the said deed to be executed of her own free will, etc., and so begged the same charter may be enrolled, etc., in exclusion of her right and that of her heirs, and in perpetual affirmation of the right and possession of the said feoffee according to the custom of the said town and according to the tenor of the said charter.

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of the subsidy of 2/- per tun on wine and 6d. per lb. on all goods except wool and hides in 1383 and 1390 (*ib.*, p. 329; 1390, p. 241), and in 1383 was controller of the works at Southampton Castle (*ib.*, p. 324). In 1388 he was controller of the custom of 3/- a tun on wine and 12d. on other goods, granted by the last Parliament (*ib.*, p. 455).

[5] *Thomas Midlyngton*, mayor 1401-3, Parliamentary burgess 1399 and 1402 (J. S. Davies, *Hist. of Southampton*, pp. 173 and 201-2). Midlyngton was a wealthy man and a well-known burgess; he was a considerable landowner, and acted as executor of John Polymond (*Hist. MSS. Com. Report*, XI, Appendix III, p. 74). He appears at various times as plaintiff in pleas of debt (*e.g.*, *Pat. Rolls Cal.*, 1410, p. 132). A more important proof of his wealth appears in the fact that he was chiefly responsible for the construction of a new wharf, with a crane, near the Watergate (*ib.*, 1411, p. 283). This wharf created some indignation among the Salisbury and Winchester merchants, who complained that they were thereby hindered from landing at the Watergate (*ib.*, 1410, p. 310); but Midlyngton's wharf was apparently retained, since the mayor and burgesses were commanded to keep it in repair, charging the merchants who used it such fees as were usual in London and elsewhere for the use of a wharf and crane (*ib.*, 1411, p. 283).

[6] November 10th, 1391.

[7] *Sic.*

Fol. IV (*continued*).

[*Transcribed and Summarised.*]

Ad curiam ibidem tentam coram Thoma Appilby tunc Ballivo ibidem die martis proxime ante festum Cathedro[1] Sancti Petri anno regni regis Ricardi secundi undecimo.[2]

Ad hanc curiam venerunt Johannes Ryuell et Johanna uxor eius Johannes Barflet et Thomas Fryk et protulerunt coram Maiore et Ballivo et sectatoribus curie cartam cuius tenor sequitur, etc.

Sciant, etc., quod nos Johannes Ryuell et Johanna uxor mea nuper uxor Willielmi Boole, etc., dedimus, etc., Johanni Barflet burgensi ville Suthamptone et domino Thome Fryk capellano eiusdem ville quoddam tenementum, etc., situatum, etc., inter venellam parvam juxta tenementum Thome Haywode[3] ex parte boriali et tenementum quod Thomas Appelby nunc inhabitat ex parte australi. Et extendit idem tenementum a vico Francisco ex parte orientali usque vicum vocatum le Bolestrete ex parte occidentali. Dedimus insuper, etc., eisdem Johanni Barflet et domino Thome Fryk unum tenementum situatum in parochie ecclesie sancti Michaelis, etc., in vico vocato Symenellestret[4] in boriali parte eiusdem vici inter tenementum Willielmi Bacon[5] ex parte occidentali et molendinum equinum nuper Johannis Emmory ex parte orientali. Habendum et tenendum omnia predicta tenementa cum gardinis, etc., Johanni Barflet et domino Thome Fryk, heredibus et assignatis suis, etc., de capitali domino feodi illius per servicia inde debita, etc. Et nos, etc., Johannes Ryuell et Johanna, etc., et heredes eiusdem Johanne
Fol. IV B. omnia predicta tenementa, etc., Johanni Barflet et domino Thome Fryk, etc., contra omnes gentes warantizabimus, etc. In cuius rei testimonium huic presenti carte nostre sigilla nostra apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone, etc., carte nostre apponi procuravimus. Hiis testibus Willielmo Mapele[6] tunc maiore Thoma Appelby tunc ballivo, Ricardo Bradewey tunc seneschallo, etc., Johanne Polymond, Nicholao Langstoke,

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1 *Sic.*

2 Tuesday, February 18th, 1388.

3 *Thomas Haywode*, merchant; concerned with Polymond and others in forestalling (*Pat. Rolls Cal.*, 1378, p. 81).

4 Simnel Street. The name Simnel is usually applied to a kind of rich cake; but the O. Fr. "simi:.el" meant simply a cake of fine wheat flour. Is it possible that the word was sometimes applied to the flour itself? In that case the name of the street could be explained, since it contained at least two mills.

5 *William Bacon* (see *Pat. Rolls Cal.*, 1378, p. 81), merchant, Parliamentary burgess 1371, 1379-80, 1381, 1382 (J. S. Davies, *Hist. of Southampton*, p. 201), echevin 1368 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 66). This William Bacon was presumably the father of John Bacon, to whom later reference is made in the Black Book.

At the court held there before Thomas Appilby then bailiff, on the Tuesday next before the Feast of the Chair of St. Peter, 11 Richard II.

To this court came John Ryuell and Joan his wife, John Barflet and Thomas Fryk and laid before the mayor, bailiff and suitors of the court the following deed, etc. :—

Know, etc., that we, John Ryuell and Joan my wife, late wife of William Boole, etc., have given, etc., to John Barflet, burgess of Southampton, and Sir Thomas Fryk, chaplain of the same town, a certain tenement, etc., situated, etc., between the little lane by the tenement of Thomas Haywode on the north and the tenement which Thomas Appilby now inhabits on the south. And the same tenement stretches from French Street on the east to the street called Bolestrete on the west. Further, we have given, etc., to the same John Barflet and Sir Thomas Fryk one tenement situated in the parish of St. Michael, etc., in the street called Symenellestrete, on the north side, between the tenement of William Bacon on the west and a horsemill recently belonging to John Emmory on the east. To have and to hold all the aforesaid tenements with gardens, etc., to John Barflet and Sir Thomas Fryk, their heirs and assigns, etc., of the chief lord of the fee, by services thence owing, etc. And we, etc., John Ryuell and Joan, etc., and the heirs of the same Joan warrant, etc., all the said tenements, etc., to John Barflet and Sir Thomas Fryk, etc., against all men. In witness whereof we have affixed our seals to this our present deed, and for greater safety have caused the seal of the mayoralty of Southampton, etc., to be affixed to our deed. Witnesses, William Mapele, mayor, Thomas Appelby, bailiff, Richard Bradewey, steward, etc., John Polymond, Nicholas Langstoke, William

6 *William Mapele*, mayor 1387, 1388, 1390, 1396, Parliamentary burgess 1387-8, 1389-93 (Davies, *Hist. of Southampton*, pp. 172 and 201). William Mapele, as mayor, signed the agreement between the convent of St. Denys and the town of Southampton, whereby the tenants of St. Denys living at Portswood were permitted to attend the Southampton Court Leet at Cutthorn, and the convent and town shared the profits of their attendance (*Hist. MSS. Com. Report*, XI, Appendix III, p. 74). Like other Southampton burgesses, he lent money to the king : in 1397 he lent £20, besides the 170 marks lent by the mayor, bailiffs, and good men of Southampton (*Pat. Rolls Cal.*, 1397, p. 178) ; and he seems to have traded with London, as he sues a London grocer for debt (*ib.*, 1394, p. 542).

Fol. IV B (*continued*).

Willielmo Malmeshulle,[1] Philippo Cake et multis aliis. Data Suthamptone vicesimo die mensis Januarii anno regni Regis Ricardi secundi undecimo.[2] Qua quidem carta lecta coram Maiore Ballivis et sectatoribus curie et prefata Johanna sola per se examinata et jurata secundum consuetudinem ville, fatetur hanc cartam esse factum suum et quod spontanie hanc fieri fecit et sic petit ipsam irrotulari in approbacionem et confirmacionem carte predicte juxta tenorem eiusdem et in forbarram[3] et exclusionem iuris sui et heredum suorum ipsorum omnium in carta contentorum secundum consuetudinem ville, etc.[4]

Fol. IV B (2).

[*Transcribed and Summarised.*]

Ad curiam ibidem tentam die martis proximo post festum sancti Edmundi Episcopi anno regni Regis Ricardi secundi xvi^mo[5] coram Johanne Flete tunc Ballivo.

Ad hanc curiam venerit Emmota[6] uxor Henrici Schirborn, alias dicti lipsi de Nettele[7] et protulit coram maiore et Ballivo et sectatoribus curie unam cartam cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Henricus Schirborn, etc., et Emmota uxor mea, heres Walteri Lichfot de Suthamptona dedimus, etc., Johanni Medmenham Tannere de Suthamptona et Alicie uxori ejus revercionem unius tenementi quod Johannes kyng Tannere tenet apud Suthamptonam ad terminum vite sue. Quod quidem tenementum cum gardino, etc., situatum est extra portam orientalem antedicte ville Suthamptone in vico vocato Estret in boriali parte ejusdem vici inter tenementum Johannis Penkeston et Johanne uxoris ejus ex parte orientali et

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1 *William Malmeshull*, mayor 1377 and 1378, bailiff 1371-3 and 1376 (Davies, *Hist. of Southampton*, p. 172), Parliamentary burgess 1376 (*ib.*, p. 201). While officiating as bailiff he was said to have joined with John Polymond to plunder certain ships trading to Southampton (*Pat. Rolls Cal.*, 1378, p. 81). Three years later, however, he was one of those to whom a commission was given to keep the peace (*ib.*, 1381, p. 85). He founded a chantry in St. Michael's church (Davies, *Hist. of Southampton*, pp. 424 and 427).

2 January 20th, 1388.

3 "Forbarram." This word is probably a Latin noun formed for the occasion from the old

Malmeshulle, Philip Cake, and many others. Dated at Southampton, 20th of January, 11 Richard II. And this charter being read before the mayor, bailiffs and suitors of the court, and the aforesaid Joan being examined alone and sworn according to the custom of the town, declares that the deed is her doing and that she caused it to be made of her free will, and so requests that it be enrolled in approbation and confirmation of the aforesaid deed according to the tenor of the same, and in obstruction and exclusion of her right and that of her heirs to all things contained in the deed according to the custom of the town, etc.

At the court held there the Tuesday next after the Feast of St. Edmund the bishop, 16 Richard II, before John Flete, bailiff.

To this court came Emmota, wife of Henry Schirborn, otherwise called lipsi of Nettele, and laid before the mayor and bailiff and suitors of the court, a deed of which the substance follows, etc. Know all men, present and future, that we, Henry Schirborn, etc., and Emmota my wife, heir of Walter Lichfot, of Southampton, have given, etc., to John Medmenham, tanner, of Southampton, and Alice his wife, the reversion of a tenement which John Kyng, tanner, holds at Southampton, at the end of his life. And this tenement with the garden, etc., is situated outside the east gate of the aforesaid town of Southampton, in the street called Estret, on the north side, between the tenement of John Penkeston and Joan his wife on the east and a void piece of

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English verb "forbar," meaning "exclude." The word "forbar" is of frequent occurrence in legal documents (see *Murray's Dictionary*).

[4] In these early deeds it will be observed that the formulas describing the constitution of the court, the presentation of the deed to the court, and the wife's acceptance of the deed, all vary frequently. Later they become stereotyped.

[5] Tuesday, 19th November, 1392.

[6] For the position of women in Southampton, see Introduction.

[7] Netley.

Fol. IV B (2) (*continued*).

placeam vacuam terre Prioris et Conventus Sancti Dionisii[1] ex parte occidentali et extendit se in longitudine, etc., usque terram vocatam hoggeslond[2] ex parte boriali. Habendum et tenendum totum predictum tenementum, etc., cum per mortem prefati Johannis Kyng acciderit prefatis Johanni Medmenham et Alicie, heredibus et assignatis suis, etc., imperpetuum de capitali domino feodi illius per servicia inde debita, etc. Et nos vero predicti Henricus Schirborn et Emmota, etc., totum predictum tenementum, etc., statim cum per mortem Johannis Kyng acciderit prefatis Johanni Medmenham et Alicie, etc., contra omnes gentes warantizabimus, etc. In cuius rei testimonium, etc., carte nostre nostra sigilla apposuimus. Hiis testibus Johanne Polymond tunc maiore, Johanne Flete tunc Ballivo, Johanne Botiller[3] tunc seneschallo, etc., Nicholao Langstoke, Philippo Cake, Johanne Skarlet, Ricardo Bradwey et aliis. Data Suthamptone vicesimo tertio die Octobris anno regni regis Ricardi secundi, etc., sexto-decimo.[4] Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter est appensum. Supra[5] qua quidem carta lecta et audita et prefata Emmota sola per se examinata et jurata fatetur et publice recognoscit predictam cartam esse factum suum, etc., absque cohercione prefati henrici viri sui seu cujuscumque alterius persone et sic petit hic inbreviari in confirmacionem carte predicte et in exclusionem juris sui et heredum suorum, etc., secundum consuetudinem ville predicte. Et admissa est et inbreviatur secundum consuetudinem ville, etc.

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1 The Priory of St. Denis, which stood to the north east of Southampton, was a house of the Black Canons of St. Augustine, founded about 1124. Its connection with the town was very close: it not only possessed lands at Portswood and Northam and in the town itself, but it held the advowsons of numerous Southampton churches, and had further been granted the Magdalen hospital for lepers in Southampton. For a full account of the house, see J. S. Davies' *Hist. of Southampton*, pp. 433 *et seq.*, and Speed's *Hist. of Southampton*, ed. by E. R. Aubrey, p. 126.

2 *Hoggeslond*, or *Hoglands*, was part of the common lands of Southampton, which remained unenclosed till 1814 (J. S. Davies, *Hist. of Southampton*, p. 55). The cricket park is said to occupy a part of its site (Speed's *Hist. of Southampton*, ed. by E. R. Aubrey, p. 92, n. 6). The name is still used.

land belonging to the Prior and Convent of St. Denys on the west; and it stretches in length, etc., as far as the land called hoggeslond on the north. To have and to hold the aforesaid tenement, etc., when by the death of John Kyng it shall fall in, to the aforesaid John Medmenham and Alice, their heirs and assigns, etc., for ever, of the chief lord of that fee, by the services thence due, etc. And we, indeed, the aforesaid Henry Schirborn and Emmota, etc., will warrant, etc., against all men all that aforesaid tenement, etc., immediately when by the death of John Kyng it falls in, to the aforesaid John Medmenham and Alice, etc. In witness whereof, etc., we have affixed our seals to our deed. Witnesses, John Polymond then mayor, John Flete then bailiff, John Botiller then steward, etc., Nicholas Langstoke, Philip Cake, John Skarlet, Richard Bradwey and others. Dated at Southampton, October 23rd, 16 Richard II. And for greater security the seal of the mayoralty of Southampton has likewise been affixed. And this deed being read and heard, and the aforesaid Emmota being examined alone and sworn, she declares and publicly recognises the said deed to be her own doing, etc., without the compulsion of the aforesaid Henry her husband, or of any other person whatsoever, and so seeks that it may be here enrolled in confirmation of the said deed and to the exclusion of her right and that of her heirs, etc., according to the custom of the said town. And it is received and enrolled according to the custom of the town, etc.

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[3] *John Botiller*, a prominent burgess, was mayor in 1400, bailiff in 1395 and 1398 (J. S. Davies, *Hist. of Southampton*, pp. 172-3). While he was bailiff he was fined 100/- on account of the escape of a prisoner, John Martyn, from the king's prison at Southampton (*Pat. Rolls Cal.*, 1396, p. 707). He died before 1409-10, as there is a grant for that year by his widow Isabel, who had married Michael Goos (Fo. xv b, 2). He probably left sons, as there is a grant extant to John and Philip Boteler in the year 1 Henry VI (*Hist. MSS. Com. Report*, XI, Appendix III, p. 80).

[4] October 23rd, 1392.

[5] *Sic.* "Supra" is probably a mistake of the scribe.

[*Transcribed and Summarised.*]

Fol. V. Duodecimo die mensis Decembri anno regni regis Ricardi secundi sexto-decimo.[1] In gilda aula[2] ville Suthamptone coram Johanne Flete tunc Ballivo ibidem Nicholao Langstoke locum tenente maioris ville predicte, Johanne Botiller, Willielmo Bowyere, Johanne Deryng[3] sectatoribus curie et aliis venerunt Johannes Polymond burgensis ville predicte et Isabella uxor Ricardi Barnabe eiusdem ville et protulerunt coram personis prenominatis unam cartam cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Ricardus Barnabe alias dictus Carpenter ville Suthamptone et Isabella uxor mea dedimus, etc., Johanni Polymond, etc., unum tenementum cum curtillagio et fonte adjacente[4] situatum in predicta villa in vico Anglico in parochie ecclesie Omnium Sanctorum in vico Anglico in occidentali parte ejusdem vici inter tenementum nuper Willielmi Pynhorn pistoris ex parte boriali et tenementum prioris et Conventus Sancti Dionisii ex parte australi. Et extendit se dictum tenementum, etc., a dicto vico Anglico ex parte orientali usque fossam Castri[5] ex parte occidentali habendum et tenendum totum predictum tenementum, etc., prefato Johanni Polymond, heredibus et assignatis suis in perpetuum de capitali domino feodi illius per servicia inde debita, etc. Et nos vero prefati Ricardus Barnabe et Isabella uxor mea et heredes nostri totum predictum tenementum, etc., prefato Johanni Polymond, etc., contra omnes gentes warantizabimus, etc. In cuius rei testimonium sigilla nostra presenti apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter presenti apponi procuravimus. Hiis testibus Johanne Flete tunc Ballivo, Johanne Botiller tunc seneschallo, etc.,

1 December 12th, 1392.

2 *Gilda aula.* The upper part of the Bargate is supposed to have been adapted for use as a guild hall during the latter part of the fourteenth century. No mention of a guild hall appears in the early ordinances of the Oak Book. The present appears to be the earliest mention of the guild hall at Southampton yet published. It seems possible that the west hall may have at one time been used as a town hall or office in contradistinction to the guild hall, to judge by an account of the "Townys rentes" in the Steward's Book for 1441, in which £8 rent is returned as paid for the "West Hall that ys the Town House." The Town House is also a name applied to the Audit House, which is still distinguished from the Guild Hall.

3 *John Deryng*, bailiff 1400, Parliamentary burgess 1396-7 (J. S. Davies, *Hist. of Southampton*, pp. 173 and 201).

4 The grant of a spring or part of a spring, or of the right of drawing water from a spring, is a frequent feature of these grants. The water in the wells at Southampton was said to be bad. Hence these springs belonging to private tenements were probably of considerable importance to their owners, especially before 1420, when the Friars Minors conveyed to the Corporation their right in the conduits bringing water from Shirley (Speed's *Hist. of Southampton*, ed. by E. R. Aubrey, pp. 23-5).

On the 12th of December, 16 Richard II. In the Guildhall of the town of Southampton, in the presence of John Flete then bailiff, Nicholas Langstoke, *locum tenens* of the mayor of the aforesaid town, John Botiller, William Bowyere, John Deryng, suitors of the Court, and others, came John Polymond, burgess of the aforesaid town, and Isabella, wife of Richard Barnabe of the same town, and brought before the persons before named a deed, of which the substance follows, etc. Know all men, present and future, that we, Richard Barnabe, otherwise called Carpenter of Southampton, and Isabella my wife, have given, etc., to John Polymond, etc., a tenement with a curtilage and a spring adjacent, situated in the said town in English street, in the parish of All Saints, on the west side of the same street between the tenement lately belonging to William Pynhorn, baker, on the north and the tenement belonging to the Prior and Convent of St. Denis on the south; and the same tenement, etc., stretches westward from English street on the east to the moat of the castle: to have and to hold all the aforesaid tenement, etc., to the aforesaid John Polymond, his heirs and assigns, for ever of the chief lord of the fee, by the services thence due, etc. And we, indeed, the aforesaid Richard Barnabe and Isabella my wife, and our heirs, will warrant, etc., all the aforesaid tenement, etc., to the aforesaid John Polymond, etc., against all men. In witness whereof we have affixed our seals to the present, and for greater security we have caused the seal of the office of mayor to be affixed likewise. Witnesses, John Flete, bailiff, John Botiller, steward, etc., William

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5 *Fossam Castri.* The Castle moat surrounded the Castle wall, and the wall, according to a map of 1611 (*Southampton Atlas*, Southampton Record Society pub.) lay north of Simnel Street. It ran east from the west wall of the town till it was nearly opposite the point where Simnel Street joined French Street, and then, curving northward, ran up to the north wall of the town. The Castle was repaired and largely rebuilt in the reign of Richard II. The burgesses were closely associated with the works. Several documents exist directing Polymond, Bacon, and other well-known burgesses holding office in the town to pay the labourers engaged on the fortifications and to sell timber to provide for the expenses (*Pat. Rolls Cal.*, 1378, pp. 241 and 264; 1379, p. 312). A warrant was further issued in 1396 to arrest labourers and masons in the county and to set them to work on the fortifications (*ib.*, 1390, p. 244). Unluckily, the connection of the burgesses with the works was not wholly satisfactory, as in 1389 they are accused of misapplying the money raised for the fortifications (*ib.*, 1389, p. 57-8). The connection between the burgesses and the fortifications is perhaps shown by the names of the various towers, which in 1455 still bore the names of burgesses who had been prominent fifty years earlier, such as Armorer's Tower, Middlyngton's Tower, etc. (Audit House MSS. Terrier, 1455).

Fol. V (*continued*).

Willielmo Maple, Nicholao Langstoke, Thoma Midlyngton, Johanne Penkeston, Johanne Skarlet et multis aliis. Data Suthamptone predicta die veneris in festo Sancti Nicholai anno regni Regis Ricardi secundi post conquestum Anglie sextodecimo.[1] Qua quidem carta publice lecta et audita et prefata Isabella sola super cartam predictam per se examinata et jurata secundum consuetudinem ville fatetur ipsam esse factum suum, etc., absque cohercione prefati Ricardi viri sui, et ipsam petit sic hic inbreviari in formam recognitionis secundum consuetudinem ville predicte in approbationem carte predicte et in exclusionem juris sui et heredum suorum quantum ad ea que in ipsam cartam continentur in perpetuum. Et admissa est et inbreviatur secundum consuetudinem ville.

[*Transcribed and Summarised.*]

Fol. V B. Suthampton ad curiam ibidem tentam coram Johanne Penkeston tunc Ballivo ibidem die martis proximo post festum Sancti Fidis Anno Regni Regis Ricardi II^{d} xvii^{mo}.[2]

Ad hunc diem venerunt Johannes Forester[3] de Romeseya et Elisabeth uxor eius et Johannes Bigard[4] de Suthamptona predicta et protulerunt coram Waltero Longe tunc maiore et predicto Ballivo et sectatoribus curie unam cartam Feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Johannes le Forester de Romeseya et Elizabeth uxor mea concessimus, etc., Johanni Bigard de Suthamptona unam mesuagium cum curtillagio et uno columbari unacum uno campo vocato Bradecroft[5] cum omnibus suis pertinenciis infra libertatem ville Suthamptone predicte prout muris viis et haiis

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1 Friday, December 6th, 1392.

2 Tuesday, October 7th, 1393.

3 *John Forester*, or *le Forester of Romsey*, is probably identical with the John Foster of Romsey who in 1377 formed one of the commission to inquire into the complaint of the Prior of St. Denys that the latter no longer received the penny due to the priory on every tun of wine brought

Maple, Nicholas Langstoke, Thomas Midlyngton, John Penkeston, John Skarlet, and many others. Dated at Southampton, on the aforesaid Friday, the Feast of St. Nicholas, in the sixteenth year of Richard II. And this deed being publicly read and heard, and the aforesaid Isabella examined alone concerning the aforesaid deed, and sworn according to the custom of the town, declares it to be her own doing, etc., without compulsion from the aforesaid Richard her husband, and requests that it be thus enrolled here in the form of a recognition according to the custom of the town aforesaid, in proof of the said deed and to the exclusion of her right and that of her heirs, according to those things which are contained in that deed, for ever. And it is accepted and enrolled according to the custom of the town.

Southampton, at a court there held before John Penkeston, then bailiff, the Tuesday next after the Feast of St. Faith, in the seventeenth year of the reign of King Richard II.

On this day came John Forester, of Romsey, and Elizabeth his wife, and John Bigard, of Southampton aforesaid, and laid before Walter Longe, then mayor, and the aforesaid bailiff and the suitors of the court, a deed of feoffment of which the substance follows, etc. Know all men, present and to come, that we, John le Forester, of Romsey, and Elizabeth my wife, have granted, etc., to John Bigard, of Southampton, a messuage with a curtilage and a dovecot, together with a field called Bradecroft, with all its appurtenances within the liberty of the town of Southampton aforesaid, as they are enclosed by

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into Southampton (*Pat. Rolls Cal.*, 1377, p. 93). Further, John Forester is probably the same as the John Forester made Justice of Peace for Hampshire in 1389 (*ib.*, 1389, p. 137).

4 *John Bigard*, Parliamentary burgess 1388 (Davies, *Hist. of Southampton*, p. 201).

5 *Bradecroft*. It is obvious from the context that the land here mentioned all lay on the west outside the walls, since Bradecroft lay near Gosenwelle Lane, which is now Waterhouse Lane (Davies, *Hist. of Southampton*, p. 450).

Fol. V B (*continued*).

includuntur. Concessimus insuper eidem Johanni Bigard octo acras terre cum quarta parte unius prati unde quinque acre terre cum dimidio jacent infra libertatem predictam in campo vocato Pisecroft inter terram prioris et conventus Sancti Dionisii ex parte australi et croftam quondam Johannis Wytegod[1] ex parte boriali. Et una acra terre cum dimidio jacet ex opposito crofte de Bradecroft inter venellam vocatam Gosenwelle Lane[2] ex parte australi et terram quondam Johannis Horder[3] ex parte boriali. Et una acra jacet in campo occidentali hospitalis Magdalene[4] de Suthamptona predicta vocato Gosewelle acre. Et dicta quarta pars prati jacet in lubriesmede[5] inter pratum quondam Alani Sutton ex parte boriali et terram quondam Walteri Chittok ex parte australi cuius unum caput abuttat super Bradecroft et aliud caput super pratum Roberti Chapyn habendum et tenendum omnia predicta terra et tenementa, etc., Johanni Bigard, heredibus et assignatis suis in perpetuum de capitali domino Feodi illius per servicia inde debita, etc. In cuius rei testimonium sigilla nostra presenti apposuimus. Et ad maiorem hujus rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter hiis apponi procuravimus hiis testibus Johanne Polymond tunc maiore, Johanne Flete tunc ballivo, Johanne Botiller tunc seneschallo ville predicte, Nicholao Langstoke, Johanne Skarlet, Waltero Longe, Waltero Reygate et aliis. Data Southamptone penultimo die Septembris anno Regni Regis Ricardi secundi post conquestum septimo-decimo.[6] Qua quidem carta publice lecta, etc., prefata Elizabetha per se sola inde examinata et jurata secundum consuetudinem ville fatetur ipsam cartam esse factum suum et quod spontanie ipsam fieri fecit absque cohercione cuiuscunque persone et petit ipsam hic inbreviari in formam recognitionis secundum consuetudinem ville et in exclusionem juris sui et heredum suorum in perpetuum quantum ad ea que in dicta carta specificata.

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1 *John Wytegod*. This family was prominent in Southampton in the fourteenth century. John Wytegode was bailiff in 1348, mayor in 1361 and 1367, Parliamentary burgess in 1357-8, 1362, 1363, and 1368 (Davies, *Hist. of Southampton*, pp. 172 and 201), and echevin in 1368 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 66). The name, however, disappears in the fifteenth century except for the street called Wytegod's Lane (Fo. xl b).

2 *Gosenwelle Lane*. See note on Bradecroft, p. 41, n. 5.

3 *John le Hordere*, jurat 1350-1 (*Oak Book*, Vol. II, p. 130).

4 "Campo occidentali hospitali Magdalene," presumably *West Marlands*. It lay to the west of Above Bar (E. R. Aubrey, Speed's *Hist. of Southampton*, p. 92). The hospital of St. Mary

walls, ways and hedges. We have also granted to the same John Bigard eight acres of land with a fourth part of a meadow, of which five acres of land and a half lie within the liberty aforesaid, in the field called Pisecroft, between the land of the Prior and Convent of St. Denys on the south side and a croft formerly belonging to John Wytegod on the north side. And one acre of land and a half lies opposite the croft of Bradecroft between the lane called Gosenwelle Lane on the south side and the land formerly belonging to John Horder on the north side. And one acre lies in the west field of the Magdalene Hospital of Southampton aforesaid called Gosewelle acre. And the said fourth part of the meadow lies in Lubries mede between a meadow formerly belonging to Alan Sutton on the north side and land formerly belonging to Walter Chittok on the south side, of which one end abuts on Bradecroft and the other end upon a meadow of Robert Chapyn; to have and to hold all the aforesaid lands and tenements, etc., to the said John Bigard, his heirs and assigns, for ever of the chief lord of that fee, by services thence due, etc. In witness whereof we affixed our seals to this present. And for greater security we have caused the seal of the mayoralty of Southampton to be likewise affixed. Witnesses, John Polymond then mayor, John Flete then bailiff, John Botiller then steward of the said town, Nicholas Langstoke, John Skarlet, Walter Longe, Walter Reygate and others. Dated at Southampton, September 29th, 17 Richard II. And this deed having been publicly read, etc., the aforesaid Elizabeth, having been examined thereon alone and sworn according to the custom of the town, declared this deed to be her doing, and that she spontaneously caused it to be executed without coercion from any person whatsoever, and begged that it might be enrolled in the recognised form, according to the custom of the town, and in exclusion of her right and that of her heirs for ever, so far as concerns those matters specified in the said charter.

Magdalene—a hospital for lepers—was founded by the burgesses in 1173, and afterwards taken over by the Priory of St. Denys (*ib.*, p. 138, n. 2). For a fuller account of the hospital, see Davies' *Hist. of Southampton*, pp. 448 *et seq.*

[5] *Lubries mede*, *i.e.*, Lobery mead, at this time a common pasture after harvest. The ground it occupied is said to be now covered by the present Grosvenor Square and Polygon (Speed's *Hist. of Southampton*, p. 92, n. 8). It was apparently enclosed before 1549 (*ib.*, p. 92). A water spring in Lobery Mead was conveyed to the town by John Flemynge, 9 Henry VIII (*ib.*, p. 32).

[6] September 29th, 1393.

[*Transcribed and Summarised.*]

Fol. VI. [1]Suthamptona ad congregacionem ibidem tentam die veneris proximo post festum Sancte Fidis virginis Anno regni regis Ricardi secundi xviii[2] venerunt Johannes Sutton filius et heres Alani de Sutton et Isabella uxor eius et Walterus Lange burgensis ville Suthamptone et Johanna uxor eius et protulerunt coram Nicholao Langstoke tunc ibidem maiore et Johanne Flete tunc Ballivo et aliis in curia ibidem existentibus quandam cartam indentatam[3] cuius tenor sequitur in hec verba. Sciant presentes et futuri quod nos Johannes Sutton, etc., et Isabella uxor mea, etc., dedimus, concessimus et hac presenti carta nostra indentata confirmavimus Waltero Lange, etc., et Johanne uxori ejus totum illud tenementum nostrum vocatum Stonesplace situatum infra libertatem ville Suthamptone[4] predicte et dominicum de Schirle[5] cum omnibus terris pratis boscis pascuis moris pasturis una cum uno prato vocato le broke jacente apud Totton cum omnibus suis pertinenciis in suburbio ville Suthamptone Schirele et Totton predicto; habendum et tenendum totum predictum tenementum, etc., una cum prato vocato le Broke predicto, etc., predictis Waltero Lange et Johanne uxori eius de predictis Johanne Sutton et Isabelle uxore eius et heredibus suis ad totum terminum vite eorum seu unius eorum diutius viventis de capitalibus dominis feodi illius per redditus et servicia inde debita, etc. Reddendo inde annuatim prefato Johanni Sutton et Isabelle uxori eius, heredibus et assignatis suis quatuor marcas sterlingorum ad quatuor anni terminos principales equis porcionibus pro omne servicio et seculari demanda. Et si contingat predictum redditum quatuor marcarum fore aretro per unum mensem post finem alicuius termini prelimitati in parte vel in toto extunc bene liceat predictis Johanni Sutton et Isabelle, etc., heredibus et assignatis suis in dictum tenementum cum omnibus terris, etc., intrare et in eisdem distringere et districciones ibidem inventas capere fugare et asportare et penes se retinere donec de redditu sic aretro existente una cum dampnis et expensis eis plenarie fuerit satisfactum. Et si sufficiens districcio in eisdem tenementis, etc., inveniri non poterit per quam distringere possunt

1 The ordinary heading, declaring the court to be held before the bailiffs, is omitted in the original.

2 Friday, October 9th, 1394.

3 "Cartam indentatam," *i.e.*, the equivalent of the modern indenture, the formula used in a deed in which both parties are bound to fulfil certain obligations.

4 *The liberty of Southampton:* the land belonging to and included within the jurisdiction of

Southampton, to an assembly held there the Friday next after the Feast of St. Faith the Virgin, in the eighteenth year of the reign of King Richard II, came John Sutton, the son and heir of Alan de Sutton, and Isabella his wife, and Walter Lange, burgess of the town of Southampton, and Joan his wife, and laid before Nicholas Langstoke, then mayor there, and John Flete, then bailiff, and others present in the court, a certain indented deed, of which the substance follows in these words. Know all men, present and to come, that we, John Sutton, etc., and Isabella my wife, etc., have given, granted and by this our present indented deed have confirmed to Walter Lange, etc., and Joan his wife, all our tenement called Stonesplace, situated within the liberty of the town of Southampton aforesaid and the demesne of Shirley, with all the lands, fields, woods, pastures, moors and pastures, together with a meadow called le Broke lying at Totton with all its appurtenances in the suburb aforesaid of the town of Southampton, Shirley and Totton. To have and to hold all the aforesaid tenement, etc., together with a meadow called the Broke aforesaid, etc., to the aforesaid Walter Lange and Joan his wife, of the aforesaid John Sutton and Isabella his wife and their heirs, till the end of their lives or the life of the one of them living longer, of the chief lords of that fee, by the rents and services thence due, etc. Paying thence annually to the aforesaid John Sutton and Isabella his wife, their heirs and assigns, four marks of sterling money at the four principal terms of the year by equal portions for every service and secular demand. And if it happens that the aforesaid rent of four marks is in arrear in part or altogether for one month after the end of any term above described, then it is lawful for the said John Sutton and Isabella, etc., their heirs and assigns, to enter on the said tenement with all its lands, etc., and to distrain on the same and to take away, remove and transport all distrainable goods and retain them in their own hands until satisfaction is fully made for all the rent thus in arrear, together with the damages and expenses. And if sufficient distrainable goods cannot be found in the same tenements, etc., on which they

the town, even though it is not built upon and lies without the walls. For a description of the ancient boundaries of this liberty, see J. S. Davies' *Hist. of Southampton*, p. 41, etc., and also the second volume of the Black Book.

[5] It is clear that Stonesplace must have lain at the boundaries of the liberties of Southampton and the manor of Shirley. Some part of the Southampton common lands had formerly been claimed by the lords of Shirley (E. R. Aubrey, Speed's *Hist. of Southampton*, pp. 89-91, etc.).

Fol. VI (*continued*).

redditu non soluto per unum annum integrum et unum mensem, extunc bene licebit predictis Johanni Sutton et Isabelle, etc., in dictum tenementum, etc., ingredi, reassumere et reseisere in perpetuum hac dimissione in aliquo non obstante. Et predicti Walterus Lange et Johanna uxor eius totum predictum tenementum, etc., manutenebunt reparabunt et sustentabunt sumptibus suis propriis per totum terminum vite eorum seu unius eorum diutius viventis absque vasto, vendicione seu distruccione inde aliquo tempore faciendo. Et predicti Walterus Lange et Johanna, etc., volunt et concedunt per presentes pro se heredibus et executoribus suis quod si heredes vel executores eorundem Walteri et Johanne teneant et possideant predictum tenementum, etc., per unum annum integrum et unum diem post mortem predictorum Walteri et Johanne statim extunc iidem heredes vel executores, etc., solvent annuatim predictis Johanni Sutton et Isabelle uxori eius, heredibus et assignatis suis quadraginta marcas sterlingorum ad quattuor anni terminos prelimitatos. Et si contingat predictum redditum quadraginta marcarum fore aretro per unum mensem post finem alicuius termini prelimitati post mortem predictorum Walteri et Johanne extunc bene licebit predictis Johanni Sutton et Isabelle, etc., in predictum tenementum etc., ingredi et reseisire in perpetuum. Et predicti Johannes Sutton et Isabella, etc., et heredes sui totum predictum tenementum, etc., Waltero Lange et Johanne uxori eius ac assignatis suis ad totum terminum vite eorum seu unius eorum diutius viventi contra omnes gentes warantizabunt, etc. In cujus rei testimonium partes predicti partibus huius indenture sigilla sua alternatim apposuerunt. Hiis testibus Johanne Penkestone tunc ballivo ville Southamptone Willielmo Overay[1] tunc Seneschallo ibidem Nicholao Langestocke, Thoma Midlyngton, Philippo Stone et aliis. Data apud Southamptonam xviii° die mensis Augusti anno regni regis Ricardi secundi, etc.,

Fol. VI B. decimo octavo.[2] Qua quidem carta publice lecta, etc., prefata Isabella per se sola inde examinata et jurata secundum consuetudinem ville fatetur ipsam cartam esse factum suum et quod spontanie ipsam fieri fecit absque cohercione cuiuscumque persone et petit ipsam hic inbreviari in forma recognitionis secundum consuetudinem ville in exclusionem juris sui et heredum suorum quantum ad ea que in dicta carta specificantur.

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1 *William Overay*, mayor 1398 and 1406 (J. S. Davies, *Hist. of Southampton*. p. 173). The family is prominent during the fifteenth century. A William Overay was Parliamentary burgess in

can distrain, and if the rent is not paid for one entire year and one month, then it shall be lawful for the said John Sutton and Isabella, etc., to enter on, re-possess and re-seize the said tenement, etc., for ever, this lease in any way notwithstanding. And the aforesaid Walter Lange and Joan his wife shall maintain, repair and uphold all the aforesaid tenement, etc., at their own cost during their whole lives or the life of the survivor, without at any time making waste, sale or ruin thereon. And the aforesaid Walter Lange and Joan, etc., will and grant by these presents for themselves, their heirs and executors, that if the heirs or executors of the same Walter and Joan hold and possess the aforesaid tenement, etc., for an entire year and a day after the death of the aforesaid Walter and Joan, then immediately the same heirs and executors, etc., shall pay yearly to the aforesaid John Sutton and Isabella his wife, their heirs and assigns, forty marks sterling at the four yearly terms before defined. And if it happens that the aforesaid rent of forty marks is in arrear for one month after the end of any term above defined, after the death of the aforesaid Walter and Joan, then it shall be lawful for the aforesaid John Sutton and Isabella, etc., to enter and re-seize the aforesaid tenement, etc., for ever. And the aforesaid John Sutton and Isabella, etc., and their heirs will warrant, etc., the aforesaid tenement, etc., against all persons to Walter Lange and Joan his wife, and their assigns, during their lives or the life of the survivor. In witness whereof the parties aforesaid alternately have affixed their seals to the parts of this indenture. Witnesses, John Penkestone, then bailiff of the town of Southampton, William Overay, then steward there, Nicholas Langestocke, Thomas Midlyngton, Philip Stone, and others. Dated at Southampton, the eighteenth day of the month of August, in the eighteenth year of the reign of King Richard the Second, etc.[2] And this deed being publicly read, etc., the aforesaid Isabella, examined thereon by herself and sworn according to the custom of the town, declares that deed to be her own doing, and that she caused it to be executed of her own free will without the compulsion of any person, and asks that it may be here enrolled in the form of a recognizance, according to the custom of the town, in exclusion of her right and that of her heirs according to the matters specified in the said deed.

1426, and Thomas Overay in 1485 (*ib.*, pp. 202 and 203). William Overey, sheriff in 1473, was responsible for the version of the Southampton ordinances called "Pax Bread" (see the *Oak Book*).

[2] August 18th, 1394.

Fol. VI B (*continued*).

[*Transcribed and Summarised.*]

Suthampton. Ad. curiam ibidem tentam coram Ricardo Bradeway tunc ibidem ballivo die Martis proximo post festum Sancte Katerine virginis Anno regni regis Ricardi secundi vicesimo secundo.[1]

Ad hunc diem venerunt Thomas Middelyngton burgensis ville Southamptone et Johanna uxor sua et protulerunt tunc ibidem coram Willielmo Overey tunc ibidem maiore et Johanne Botiller tunc ibidem locum tenente prefati ballivi[2] unam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Thomas Middelyngton, etc., et Johanna uxor mea, etc., dedimus, etc., Ricardo Bradewey burgensi ville predicte duo tenementa in villa Suthamptona predicta simul situata in parochia Sancti Laurencii in vico Anglico in orientali parte eiusdem vici inter ecclesiam Sancti Laurencii predictam ex parte australi et tenementum nuper Johannis Polymond in quo Johannes Truyt modo inhabitat ex parte boriali. Dedimus eciam, etc., prefato Ricardo quoddam gardinum predictis tenementis annexatum quod quidem gardinum jacet inter duo tenementa predicta ex parte occidentali et murum ville predicte ex parte orientali et quoddam gardinum Johannis Penkeston et Johanne uxoris eius ex parte australi et gardinum prioris et conventus Sancti Dionisii ex parte boriali ; habendum et tenendum predicta duo tenementa et gardinum, etc., prefato Ricardo, heredibus et assignatis suis de capitalibus dominis feodi illius per servicia inde debita, etc., in perpetuum. Et nos vero predicti Thomas et Johanna uxor mea et heredes nostri duo tenementa et gardinum, etc., Ricardo heredibus et assignatis suis contra omnes gentes warantizabimus et defendemus in perpetuum. In cuius rei testimonium huic presenti carte sigilla nostra apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville predicte presentibus apponi procuravimus. Hiis testibus Johanne Flete tunc maiore ville predicte Henrico Holewey tunc ibidem seneschallo Nicholao Langestoke, Waltero Lange, Johanne Deryng, Willielmo Ravenestone,[3] Johanne

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1 Tuesday, November 26th, 1398.

2 It should be noted that, despite the fact that the deed has the usual heading, it seems that, as the bailiff was a party concerned in the present deed, the court was on this occasion presided over by his *locum tenens*.

3 *William Raveneston*, mayor 1398-9. He rented the tower above the Floodgate, or Watergate,

Southampton. At a court there held before Richard Bradeway, then bailiff, the Tuesday next after the Feast of St. Katherine the Virgin, in the twenty-second year of the reign of King Richard II.

On this day came Thomas Middelyngton, burgess of the town of Southampton, and Joan his wife, and laid before William Overey, then mayor, and John Botiller, then *locum tenens* of the aforesaid bailiff, a deed of feoffment as follows, etc. Know all men, present and to come, that we, Thomas Middelyngton, etc., and Joan my wife, etc., have given, etc., to Richard Bradewey, burgess of the aforesaid town, two tenements in the town of Southampton aforesaid, situated together in the parish of St. Laurence in English Street, on the east side of the same street, between the aforesaid church of St. Laurence on the south and the tenement lately belonging to John Polymond, in which John Truyt now lives, on the north. We have also given, etc., to the aforesaid Richard a certain garden annexed to the aforesaid tenements, and this garden lies between the two tenements aforesaid on the west side and the wall of the town aforesaid on the east, and a certain garden belonging to John Penkeston and Joan his wife on the south side, and the garden of the prior and convent of St. Denys on the north. To have and to hold the aforesaid two tenements and the garden, etc., to the aforesaid Richard, his heirs and assigns, for ever, from the chief lords of that fee, by the services thence due, etc. And we, indeed, the aforesaid Thomas and Joan my wife and our heirs, will warrant and defend the two tenements and the garden, etc., to Richard, his heirs and assigns, against all persons for ever. In witness whereof we have affixed our seals to the present deed. And for greater security we have caused the seal of the mayoralty of the aforesaid town to be affixed to these presents. Witnesses, John Flete, then mayor of the said town, Henry Holewey, then steward, Nicholas Langestoke, Walter Lange, John Deryng, William Ravenestone, John Cosyn,

from the mayor and corporation for one red rose yearly (Davies, *Hist. of Southampton*, p. 97). He seems to have had some connection with the Countess of Kent, as in 1410-11 she induced the Prior of St. Denys to receive 2/- for arrears of rent owed to the convent by William and Alice Raveneston for a tenement in French Street, of which the rent henceforth was to be only 12d. a year (*Ancient Deeds*, Vol. II, p. 404, B 3449). He owned considerable property, including "Le Rouncevale" (Terrier of 1455).

Fol. VI B (*continued*).

Cosyn,[1] Waltero Bergate, Arnaldo Yonge et multis aliis. Data apud Suthamptonam predictam in festo Natalis domini anno regni regis Ricardi secundi post conquestum vicesimo primo.[2] Qua quidem carte publice lecta, etc., prefataque Johanna sola inde[3] coram prefato maiore, etc., per se sola inde[3] examinata et jurata secundum consuetudinem ville predicte fatetur pure sponte et absolute cartam predictam esse factum suum et quod spontanie ipsam fieri fecit absque cohercione seu aliquid compulsione viri sui seu alterius cuiuscumque persone et petit eandem cartam hic inbreviari, etc., in exclusionem juris sui et heredum suorum quantum ad predicta tenementa et gardinum que in dicta carta specificantur in perpetuum. Et super hoc concessa est seisina predicto Ricardo Bradewey de predictis tenementis et gardino cum omnibus suis pertinenciis ut predictum est secundum consuetudinem ville predicte salvo jure cuiuscumque, etc.[4]

[*Transcribed and Summarised.*]

Fol. VII. Suthamptona. Ad curiam ibidem tentam coram Thoma Wellis tunc ibidem ballivo die martis proximo ante festum Sancti Michaelis Archangeli Anno regni regis Henrici quarti primo.[5]

Ad hunc diem venerunt Walterus Lange Burgensis ville et Johanna uxor sua et protulerunt tunc ibidem coram Willielmo Raveneston tunc ibidem maiore et Thoma Wellis tunc ibidem ballivo et aliis in curia ibidem existentibus unam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Walterus Lange et Johanna uxor mea de Suthamptona

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1 *John Cosyn*, bailiff 1400, 1403-6 (Davies, *Hist. of Southampton*, p. 173). He traded in cloth, like other merchants; in 1403-4 he sent abroad Welsh cloth worth £5 (K. R. Customs a/c 139/4).

2 Christmas Day, 1397.

Walter Bergate, Arnald Yonge, and many others. Dated at Southampton aforesaid, on Christmas day, in the twenty-first year of the reign of King Richard II. And this deed being publicly read, etc., and the said Joan alone thereon before the said mayor, etc., being by herself examined thereon and sworn according to the custom of the town aforesaid, purely, freely, and absolutely declared the said deed to be her doing, and she caused it to be executed of her own will without coercion or any compulsion from her husband or from any other person whatsoever, and demanded that the same deed be enrolled, etc., in exclusion of her right and that of her heirs as regards the aforesaid tenements and garden which are specified in the said deed for ever. And thereon seisin is granted to the said Richard Bradewey of the aforesaid tenements and garden, with its appurtenances, as has been said above, according to the custom of the town aforesaid, saving the right of any one whatsoever.

Southampton. At a court there held before Thomas Wellis, then bailiff, on the Tuesday next before the Feast of St. Michael the Archangel, in the first year of the reign of King Henry IV.

On this day came Walter Lange, burgess of the town, and Joan his wife, and laid before William Raveneston, then mayor, and Thomas Wellis, then bailiff, and others then present in the court, a deed of feoffment as follows, etc. Know all men, present and to come, that we, Walter Lange and Joan my wife,

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[3] *Sic.*

[4] This "etc." is in the text.

[5] Tuesday, September 28th, 1400.

Fol. VII (*continued*).

concessimus, etc., Willielmo Nicholl et Elene uxori eius[1] de eadem unum tenementum cum suis pertinenciis situatum in Suthamptona predicta in parochia ecclesie Sancti Crucis in summo vico videlicet in vico Anglico in orientali parte eiusdem vici inter tenementum nostrum ex parte boriali et habitaculum fratrum minorum[2] ville predicte ex parte australi. Quod quidem tenementum Johannes Mascal[3] nuper inhabitavit; habendum et tenendum totum predictum tenementum, etc., prefatis Willielmo Nicholl et Elene, etc., heredibus et assignatis suis ipsius Willielmi[4] libere integre bene et pacifice in perpetuum de capitali domino feodi illius per servicia inde debita, etc. In cuius rei testimonium sigilla nostra presentibus apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter hiis apponi procuravimus. Hiis testibus Johanne Flete tunc maiore, Ricardo Bradewey tunc Ballivo, Henrico Holewey tunc seneschallo ville predicte, Willielmo Mapill, Nicholao Langstoke, Willielmo Overey, Willielmo Ravynston et aliis. Data Suthamptona die veneris in festo Sanctorum Innocencium anno regni regis Ricardi Secundi post conquestum Anglie vicesimo primo.[5] Qua quidem carta publice lecta, etc., prefataque Johanna sola inde per se examinata, etc., fatetur ipsam cartam esse factum suum, etc., et petit ipsam cartam hic inbreviari, etc., in exclusionem juris sui et heredum suorum, etc., in perpetuum.

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1 *William Nicholl* and Elene his wife. This William is presumably the father of the William Nycoll who founded a chantry after 1452 (Davies, *Hist. of Southampton*, p. 423). The present William Nicholl (or Nycoll, or Nicol) must have died before 1443, as a curious demand was made in that year on his executors by one John Wythyell, of Bodmin. Wythyell came some years previously to his "rich cousin," William Nycoll, burgess and goldsmith of Southampton, and offered to serve him. The offer was accepted, and the Cornishman remained a month with Nycoll, during which time he offered to marry Nycoll's step-daughter, Katharine, "albeit, he the said John, had a wife living at Bodman." Thereon Nycoll, naturally enough, ordered the said John to be gone to his own wife and house. And Wythyell, apparently out of revenge, sued Nycoll's executors, on the latter's death, for £100, which he declared was owing to him on bond (*Hist. MSS. Com. Report*, XI, Appendix III, p. 111). Nycoll was a man of considerable wealth; Henry V seems to have left numerous jewels with him in pledge in order to raise money for the French war. These jewels seem not to have been redeemed, for Henry VI granted Nycoll a general pardon for all crimes up to date, except coining and clipping and one or two other felonies; also all Nycoll's debts, fines, taxes and so forth were remitted, and he was no longer bound to return the jewels (Letters Patent, 15 Henry VI. These letters do not appear in the *Calendar of the Patent Rolls*; they are among the Southampton MSS., and were kindly shown to me by Mr. H. W. Gidden). Nicholl was a trader as well as goldsmith; his name appears in the customs accounts as importing wine and iron (K. R. Customs a/c, 5-6 Henry IV, 139/7); and a few years later he joined with William Soper in chartering a Breton vessel (*Hist. MSS. Com. Report*, XI, Appendix III, p. 78). He was bailiff in 1401 and 1407 and mayor in 1411, 1417, 1422, and 1427, and possibly in 1437, unless the Nicholl then mentioned is his son (Davis, *Hist. of Southampton*, p. 173).

of Southampton, have granted, etc., to William Nicholl and Elene his wife, of the same, a tenement with its appurtenances situated in Southampton aforesaid, in the parish of Holy Rood in High Street, videlicet, in English Street, on the east side of the same street, between our tenement on the north and the house of the Friars Minors of the said town on the south side; and this tenement John Mascal lately inhabited. To have and to hold all the aforesaid tenement, etc., to the aforesaid William Nicholl and Elene, etc., and to their heirs and assigns of the same William, freely, completely, well and peaceably for ever, of the chief lord of the fee, by the services thence due, etc. In witness whereof we have affixed our seals to these presents. And for the sake of greater security we have likewise caused the seal of the mayoralty of Southampton to be affixed to these. These being witnesses, John Flete, mayor, Richard Bradewey, bailiff, Henry Holewey, steward of the said town, William Mapill, Nicholas Langstoke, William Overey, William Ravynston and others. Dated at Southampton, on Friday the Feast of Holy Innocents, in the twenty-first year of the reign of King Richard II. And this deed being publicly read, etc., and the aforesaid Joan examined thereon by herself alone, etc., declares the said deed to be her own doing, etc., and begs that the same deed may be enrolled, etc., to the exclusion of her right and that of her heirs, etc., for ever.

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[2] *Friars Minors.* The Southampton Friary was supposed to have been founded in 1253 by Isabel Chekehull. The chapel stood to the north of what is now Gloucester Square, close to God's House. The friars were largely instrumental in bringing water to Southampton. The register of the House preserves many details of importance in the history of the town. For a full account of the Friary, see J. S. Davies' *Hist. of Southampton*, pp. 442 *et seq.*, and Speed's *Hist. of Southampton* (ed. by E. R. Aubrey, pp. 132 *et seq.*).

[3] *John Mascal* was presumably the father of John Mascall who founded Mascall's chantry in Holy Rood (J. S. Davies, *Hist. of Southampton*, p. 424). John Mascall, senior, was a man of considerable wealth, and purchased a large part of Bradway's property after the latter's death (*ib.*, pp. 376-7). He was bailiff in 1405, 1409, and 1411, mayor in 1414, 1420, and 1421, and Parliamentary burgess in 1421-2 (*ib.*, pp. 173 and 202).

[4] It is noteworthy that in this case the right to the land is vested in the heirs of William Nycoll only, whereas in the majority of cases the right remains to the heirs of the buyer and his wife. Possibly the fact that (as appears in Note 1) William Nycoll had married a widow with children may account for this change in the formula, of which only a few cases occur in the Black Book.

[5] December 28th, 1397.

Fol. VII (2).

[*Transcribed and Summarised.*]

[1]Suthampton ad curiam ibidem tentam coram Johanne Botiller tunc ibidem maiore et Johanne Cosyn tunc ibidem uno ballivorum ville predicte die martis proximo ante festum Pasche, Anno regni regis Henrici quarti secundo.[2]

Ad hunc diem venerunt Johannes Deryng burgensis ville Suthampton et Johanna uxor eius et protulerunt tunc ibidem coram prefato maiore et ballivo quandam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Johannes Deryng, etc., et Johanna uxor mea concessimus, etc., magistro Waltero Aude parsone ecclesie Sancti Michaelis ville Suthamptone predicte duo tenementa nostra contigua simul situata in eadem villa in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte eiusdem vici inter tenementum nuper Thome Bawe ex parte australi et tenementum quod nuper fuit Johannis Florentyn dicti Aldeyne et Johanne uxoris eius ex parte boriali ; habendum et tenendum predicta duo tenementa, etc., prefato magistro Waltero Aude, heredibus et assignatis suis de capitalibus dominis feodi illius per servicia inde debita, etc., imperpetuum.[3] In cuius rei testimonium huic presenti carte sigilla nostra apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone huic apponi procuravimus. Hiis testibus Johanne Botiller tunc maiore ville predicte, Johanne Cosyn tunc ibidem ballivo, Thoma Armorer[4] Seneschallo, Nicholao Langestoke, Johanne Flete, Thoma Midlyngton et Thoma Marleburgh,[5] multisque aliis. Data apud Suthamptonam vicesimo sexto die mensis martis Anno regni regis Henrici quarti secundo.[6] Qua quidem carta publice lecta, etc., prefataque Johanna per se sola examinata, etc., fatetur cartam ipsam esse factum suum et quod ipsa simul cum viro suo predicto illam fieri fecit absque cohercione, etc., et petit cartam ipsam predictam hic inbreviari, etc.

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1 This is the first deed in which the heading, apart from the description of the proceedings, states that the court is held before the mayor and bailiff both. This innovation is probably due to the fact that the charter of the previous year had given the mayor and bailiffs *joint* cognizance of all pleas, both real and personal (H. W. Gidden, *Charters of Southampton*, Vol. I, p. 42).

2 Tuesday, March 29th, 1401.

3 Clause of warranty omitted in the original.

4 *Thomas Armorer*, bailiff 1404 and 1406-14 (Davies, *Hist. of Southampton*, p. 173), Parliamentary burgess 1413 and 1414 (*ib.*, p. 202). His possessions in Southampton were extensive, and in 1407-8 he joined with Thomas Mydlyngton in making a loan of £200 to the Earl of Kent on the pledge of a large quantity of plate and jewels, afterwards redeemed by the king (*Pat. Rolls Cal.*, 1409, p. 147).

Southampton. At the court held there before John Botiller, then mayor, and John Cosyn, then one of the bailiffs of the aforesaid town, on the Tuesday before Easter, 2 Henry IV.

On this day came John Deryng, burgess of Southampton, and Joan his wife, and laid before the aforesaid mayor and bailiff a certain deed of feoffment, of which the substance follows, etc. Know all men, present and to come, that we, John Deryng, etc., and Joan my wife, have granted, etc., to Master Walter Aude, parson of the church of St. Michael, of the town of Southampton aforesaid, our two adjoining tenements situated in the same town, in the parish of Holy Rood, on the west side of English Street, between the tenement recently belonging to Thomas Bawe on the south and the tenement recently belonging to John Florentyn, called Aldeyne, and his wife Joan, on the north. To have and to hold the aforesaid two tenements, etc., to the aforesaid Master Walter Aude, his heirs and assigns, of the chief lords of that fee, by the services thence due, etc., for ever. In witness whereof we have affixed our seals to this present deed. And for the sake of greater security we have caused the seal of the mayoralty of Southampton to be appended hereto. These being witnesses, John Botiller, then mayor of the said town, John Cosyn, then bailiff, Thomas Armorer, steward, Nicholas Langestoke, John Flete, Thomas Midlyngton and Thomas Marleburgh, and many others. Dated at Southampton, March 26th, 2 Henry IV. And this deed being publicly read, etc., and the said Joan being examined thereon alone, etc., she owns the deed to be her own doing, and that she, together with her aforesaid husband, caused it to be executed without compulsion, etc., and asks that the same deed aforesaid may be enrolled here, etc.

In 1412 he received a patent exempting him from the necessity of undertaking any public office (*ib.*, 1412, p. 457). Despite this, he continued to hold the office of bailiff some two years longer. A copy of this patent appears in the Black Book. He was presumably twice married, as the earlier deeds in the Black Book speak of his wife as Isabella (Fol. ix b, etc.), while later deeds refer to her as Matilda (Fol. xxxviii b, etc.). In 1428-9 Armorer's name appears as the grantor of a lease (Fol. xl), but he must have died before 1430, as in that year mention is made of Matilda, widow of Thomas Armorer, burgess (*Hist. MSS. Com. Report*, XI, Appendix III, p. 82).

[5] *Thomas Marleburgh*, Parliamentary burgess 1394-5, 1402, 1411, 1413-15, 1421, 1422, and 1425-26 (Davies, *Hist. of Southampton*, pp. 201-2).

[6] March 26th, 1401.

[*Transcribed and Summarised.*]

Fol. VII B. Suthamptona curia ibidem tenta coram Johanne Cosyn tunc Ballivo ibidem die Lune proximo post festum Sancte Lucie Virginis Anno regni regis Henrici quarti a conquestu secundo.[1]

Ad hunc diem venerunt Johannes Botiller et Isabella uxor eius de Suthamptona et protulerunt coram Johanne Flete tunc locum tenenti maioris ville Suthamptone et predicto Ballivo et sectatoribus curie unam cartam feoffamenti indentatam cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Johannes Botiller et Isabella uxor mea de Suthamptona concessimus, etc., Thome Loriner dicto Chamberlayn de Grampound[2] in comitate Cornubiae quoddam tenementum appellatum la Niwe In[3] cum gardino et quinque messuagiis ac gardinis adjacentibus scituatis in villa Suthamptona in parochia ecclesie Sancte Crucis in vico Anglico in orientali parte vici inter tenementum Johannis Emmory Junioris[4] ex parte boriali et tenementum quondam Ricardi Atte Marche clerici ex parte australi. Et extendit se idem tenementum cum messuagiis gardinis et suis pertinenciis a dicto vico Anglico ex parte occidentali usque murum ville predicte ex parte orientali. Concessimus eciam, etc., prefato Thome tria tenementa contigua cum celario adiacenti et suis pertinenciis que scituata sunt in dicta villa Suthamptona in parochia Sancti Michaelis in vico vocato le ffrensshstret in occidentali parte eiusdem vici inter messuagium quondam Johannis Kyngston ex parte boriali et messuagium domus dei quod Johannes Brok inhabitat ex parte occidentali[5] et appellantur Boteleriscorner. Concessimus insuper prefato Thome tria messuagia contigua cum gardinis adjacentibus simul in eisdem vico et parochia scituata in occidentali parte dicti vici inter

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1 Monday, December 20th, 1400.

2 *Thomas Loriner*, called *Chamberlayn* of Grampound, may perhaps be identified with the Thomas Chamberlain, clerk, who in 1409-10 released certain lands to William Ravenston (*Hist. MSS. Com. Report*, XI, Appendix III, p. 77). He was probably connected with the Chamberlains of Southampton, who rose into prominence in the fifteenth century and long remained a notable Southampton family. The fact that a part of the lands granted by the present deed subsequently passed into the hands of William Chamberlayn makes the connection fairly certain (see note 3).

3 "La Niwe In." There were apparently two "New Inns" in Southampton, as a few years later a deed occurs transferring another tenement of that name outside the North Gate on the east side of Bovebarre Street. This may have lead to the change of the name of the present "Niwe Inn," since it is probably to be identified with a tenement called the "Crown." The latter, like the "New Inn," comprised five messuages, and was situated in the parish of Holy Rood. It had, further, once belonged to John Botiller, and had subsequently passed into the hands of William Chamberlayn, as described in the Terrier of 1455. The "Crown" seems to have remained as a well known inn for a long period.

Southampton. Court held before John Cosyn, then bailiff, on the Monday next after the Feast of St. Lucy the Virgin, 2 Henry IV.

On this day came John Botiller and Isabella his wife, of Southampton, and laid before John Flete, then deputy of the mayor of Southampton, and the aforesaid bailiff and suitors of the court, an indented deed of feoffment as follows, etc. Know all men, present and to come, that we, John Botiller and Isabella my wife, of Southampton, have granted, etc., to Thomas Loriner called Chamberlayn of Grampound, in the county of Cornwall, a certain tenement called the Niwe In (New Inn) with a garden and five messuages and adjacent gardens situated in the town of Southampton, in the parish of the church of Holy Rood, on the east side of English Street, between the tenement of John Emmory, junior, on the north and the tenement formerly belonging to Richard Atte Marche, clerk, on the south; and the same tenement with the messuages, gardens and appurtenances extends from the said English Street on the west to the wall of the aforesaid town on the east. Also we have granted, etc., to the said Thomas three tenements adjoining one another, with an adjacent cellar and appurtenances, which are situated in the said town of Southampton, in the parish of St. Michael, on the west side of the street called French Street, between a messuage formerly John Kyngston's on the north and a messuage belonging to God's House, tenanted by John Brok, on the west, and they (the three tenements) are called Boteleriscorner. Moreover, we have granted to the aforesaid Thomas three messuages adjoining one another with adjacent gardens, situated in

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4 *John Emmory, junior*, deputy butler at Southampton 1428 (*Pat. Rolls Cal.*, 1428, p. 520) and 1433 (*ib.*, 1433, p. 240). He was a merchant and trafficked with Spain, employing a Spanish merchant as his factor (Early Chancery Proceedings, Bundle 16, No. 656). On one occasion he sent out a cargo worth a hundred marks (*ib.*). The Port Book of 1428 shows that his exports included cider and fish and his imports wine and iron. In that year he shared with other merchants in the lading of numerous Southampton ships, such as the "Antony," the "Gillian" and the "Valentine."

5 "On the west side." This description suggests the houses in question were situated at the junction of French Street with some cross thoroughfare, perhaps Simnel Street, and that some part of this cross thoroughfare was called French Street. If French Street met this supposed cross street at right angles and continued northward some little way to the east of its first junction with the cross street; then if Boteleriscorner occupied the angle at the junction between the northern part of French Street and this presumed cross thoroughfare, it might possibly be described as lying between a tenement in French Street on the north and another tenement—also in French Street—on the west.

Fol. VII B (*continued*).

dictum tenementum appellatum Boteleriscorner ex parte australi et messuagium quondam Isabelle Balnaire ex parte boriali. Concessimus ulterius predicto Thome quoddam tenementum scituatum in villa predicta in parochia Sancti Michaelis in fforo feni[1] ex parte australi eiusdem ecclesie inter tenementum Johannis Garston ex parte orientali et tenementum Rogeri Claidon ex parte occidentali. Concessimus itaque sepedicto Thome duo cotagia annexa scituata in suburbio ville predicte in parochia Omnium Sanctorum in vico vocato Estret in australi parte dicti vici inter messuagium quondam Johannis Polymond ex parte occidentali et messuagium quondam Johannis Towy ex parte orientali. Et extendunt se dicta cotagia cum gardinis adiacentibus a dicto vico de Estret usque ffossam de lillebon ex parte australi. Concessimus eciam antedicto Thome unum cotagium cum gardino adiacenti scituatum in Estret predicto in parochia ecclesie beate Marie in parte boriali vici inter messuagium precentoris eiusdem ecclesie ex parte occidentali et tenementum Willielmi Payne[2] ex parte orientali. Concessimus ulterius supradicto Thome unam vacuam placeam terre cum suis pertinenciis scituatam in suburbio ville predicte inter duo molendina ventritica. Habendum et tenendum omnia predicta tenementa, messuagia, etc., predicto Thoma heredibus et assignatis suis in perpetuum de capitali domino feodi illius per servicia inde debita, etc. Reddendo inde annuatim nobis et heredibus nostris durantibus tantum primis decem annis immediate sequentibus post datam presentium viginti libras sterlingorum ad duos anni terminos videlicet ad festa pasche et Michaelis equis porcionibus. Et si contingat dictum redditum in parte vel in toto fore a retro non solutum per duas menses post finem alicuius termini extunc bene liceat nobis et heredibus nostris omnia predicta tenementa, messuagia, etc., ingredi et in eisdem distringere districcionesque ibidem inventas capere asportare et penes nos retinere donec de redditu a retro existente plenarie nobis fuerit satisfactum. Et si ulterius contigerit prefatum redditum viginti librorum in parte vel in toto infra terminum dictorum decem annorum fore aretro non solutum per unum annum

1 "In foro feni" (*sic*). I can find no other mention of a haymarket near St. Michael's; the word "feni" may possibly be a hasty error of the scribe for "pisci."

2 *William Payne*, mariner (Fol. xxvii), shared with William Soper a license to export goods to

the same parish and street, on the west side, between the said tenement called Boteleriscorner on the south and a messuage formerly Isabelle Balnaire's on the north. Further, we have granted to the aforesaid Thomas a certain tenement situated in the aforesaid town, in the parish of St. Michael, in the hay-market, on the south side of the same church, between a tenement of John Garston's on the east and a tenement of Roger Claidon's on the west. Also we have granted to the oftensaid Thomas two adjoining cottages situated in the suburb of the aforesaid town, in the parish of All Saints, in the street called Estret (East Street), on the south side of the said street, between a messuage formerly John Polymond's on the west and a messuage formerly John Towy's on the east. And the said cottages with adjacent gardens extend from the said street of Estret as far as the ditch of Lillebon on the south. We have also granted to the aforesaid Thomas a cottage with an adjacent garden situated in the said Estret, in the parish of the church of the Blessed Mary, on the north side of the street, between the messuage of the precentor of the same church on the west and the tenement of William Payne on the east. Further, we have granted to the aforesaid Thomas a vacant piece of land with its appurtenances situated in a suburb of the aforesaid town between two windmills. To have and to hold all the aforesaid tenements, messuages, etc., to the aforesaid Thomas, his heirs and assigns, for ever of the chief lord of that fee, by services thence due, etc.; by the yearly payment therefrom to us and to our heirs of twenty pounds sterling, paid in equal parts half yearly at Easter and Michaelmas during the twenty years immediately following the date of the present deeds. And if the aforesaid rent should chance to be in arrears wholly or in part, and unpaid for two months after the end of any term, then we and our heirs may lawfully enter all the aforesaid tenements, messuages, etc., and distrain on the same, and may take, carry away, and keep in our own hands the distresses found there until full satisfaction is made to us for the arrears of rent. And if, further, the aforesaid rent of twenty pounds should happen to

Ireland in the "Kateryn" (*Pat. Rolls Cal.*, 1426, p. 329). In 1428 he exported honey and imported salmon (Port Book, 1428). He also appears in 1433 as the master of a ship laden with over £70 worth of goods, including madder and black soap. He himself imported "hoppes," "paving tyles," "backstones," and "black soap" in the same vessel (K. R. Customs a/c, 11 Henry VI, 141 21).

Fol. VII B (*continued*).

integrum post finem alicuius termini extunc bene liceat nobis, etc., omnia et singula predicta tenementa, messuagia, etc., ingredi et ipsa seisire et habere nobis et heredibus nostris in perpetuum. Tenendum de capitali domino feodi illius per servicia inde debita, etc., hac carta seu hoc feoffamento in aliquo non obstante. In cuius rei testimonium uni parti huius carte Indentate penes prefato Thoma remanenti sigilla nostra apposuimus. Alteri vero parti penes nos remanenti prefatus Thomas sigillum suum apposuit. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville predicte presenti carte indentate alternatim est appensum. Hiis testibus Johanne Cosyn tunc Ballivo ville predicte, Thoma Driver tunc seneschallo, Henrico Holewey custumario ibidem, Johanne Flete, Thoma Midlynton, Waltero Lange, Ricardo Bradewey et aliis. Data apud Suthamptonam die lune in Festo Sancte Lucie anno regni regis Henrici quarti a conquestu secundo.[1] Qua quidem carta publice audita, etc., prefataque Isabella sola per se examinata, etc., in plena curia predicta secundum consuetudinem ville fatetur, etc., cartam predictam esse factum suum et quod spontanie ipsam fieri fecit absque cohercione, etc., viri sui, etc., et petit eandem cartam hic inbreviari, etc., in exclus-

Fol. VIII. ionem juris sui, etc., inperpetuum, etc. Et liberata est seisina eorundem tenementorum messuagiorum et ceterorum ante specificatorum juxta formam carte salvo jure cuiuscunque secundum consuetudinem ville, etc.[2] Et salvo redditu in eadem carta specificato eisdem feoffatoribus durantibus decem annis juxta formam, etc.[2] Et attornatum feoffatis secundum consuetudinem, etc.[2]

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1 Monday, December 13th, 1400.

2 *Sic.*

be in arrears wholly or in part within the said ten years, and should not be paid for one whole year after the end of any term, then we, etc., may lawfully enter all and each of the aforesaid tenements and messuages, etc., and seize and possess the same for ourselves and our heirs for ever, to hold of the chief lord of that fee, by the services thence due, etc., this deed or feoffment in anything notwithstanding. In witness whereof we have affixed our seals to one part of this indented deed remaining in the hands of the said Thomas. To the other part, remaining in our hands, the aforesaid Thomas has affixed his seal. And for the greater safety of the business the seal of the mayor's office of the aforesaid town has been affixed alternately to the present indented deed; these being witnesses, John Cosyn, then bailiff of the aforesaid town, Thomas Driver, then steward, Henry Holewey, customer there, John Flete, Thomas Midlynton, Walter Lange, Richard Bradewey and others. Dated at Southampton on Monday, the Feast of St. Lucy, in the second year of the reign of King Henry the Fourth after the Conquest. And the aforesaid charter having been publicly heard, etc., and the aforesaid Isabella having been examined by herself, etc., in the full court aforesaid according to the custom of the town, declares, etc., that the said deed is her own doing, and she caused it to be executed of her own free will without any compulsion, etc., from her husband, etc., and asks that the same deed may be here enrolled, etc., in exclusion of her right, etc., for ever, etc. And seisin of the same tenements, messuages, etc., before specified, has been delivered according to the form of the deed, all rights being reserved according to the custom of the town, etc. And the rent specified in the same deed is reserved to the feoffators during ten years according to the form, etc. And it is attorned to the feoffees according to custom, etc.

Fol. VIII (*continued*).

[*Transcribed and Summarised.*]

Suthamptona curia ibidem tenta coram Johanne Botiller tunc ibidem maiore, Johanne Cosyn et Johanne Deryng tunc ibidem Ballivis, die Sabbati proximo ante festum nativitatis beati Johannis Baptiste Anno regni regis Henrici quarti secundo.[1]

Ad hunc diem et hanc curiam venit Walterus Lange et protulit coram prefatis maiore et ballivis quandam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod ego Amicia que fui uxor Willielmi Malmeshull nuper burgensis ville Suthamptona dedi, concessi et in mea pura viduetate presenti carta mea confirmavi Waltero Lange eiusdem ville burgensi quatuor shopas contiguas cum suis pertinenciis situatis, etc., in parochia ecclesie Sancti Michaelis in vico Francisco in occidentali parte vici inter tenementum in quo Hugo Manston inhabitat ex parte boriali et messuagium Johannis Botiller ex parte australi. Dedi insuper, etc., eidem Waltero octo solidatas annui redditus annuatim percipiendas de tenemento in quo Rogerus Claydon inhabitat. Dedi eciam, etc., eidem Waltero messuagium cum gardino et suis pertinenciis quod Johannes Irissh quondam tenuit ex dimissione Willielmi nuper mariti mei antedicti. Dedi insuper eidem Waltero unum messuagium vocatum le Puttesewe quod Johannes Benet de me tenet. Dedi ulterius et concessi prefato Waltero omnia et singula terras et tenementa mea redditus et possessiones que habeo infra libertatem ville Suthamptone vel extra, ex legacione prefati Willielmi mariti mei[2] seu alio quovismodo quocumque; habendum et tenendum omnia et singula terras et tenementa predicta redditus et possessiones tam specificatas quam non specificatas cum omnibus et singulis suis pertinenciis prefato Waltero Lange et heredibus suis in perpetuum de capitalibus dominis feodorum illorum per servicia inde debita, etc. Et ego vero prefata Amicia et heredes mei omnia et singula terras et tenementa, etc., prefato Waltero, etc., contra omnes gentes warantizabimus etc., in perpetuum. In cuius rei testimonium sigillum meum presentibus apposui. Hiis testibus Willielmo Overey tunc maiore, Ricardo Bradeway tunc Ballivo, Johanne Cosyn tunc seneschallo, etc., Nicholao Langestoke, Willielmo Tangle,[3] Willielmo Nicholl, Johanne

1 Saturday, June 18th, 1401.

2 This shows that in Southampton husbands could leave land absolutely to their wives; Amicia's interest is clearly that of a tenant in fee, not of a life tenant.

Southampton. Court held there before John Botiller, then mayor, John Cosyn and John Deryng, then bailiffs, on the Saturday next before the Feast of the Nativity of St. John the Baptist, 2 Henry IV.

On this day and to this court came Walter Lange and laid before the said mayor and bailiffs a certain deed of feoffment running as follows, etc. Know all men, present and to come, that I, Amicia, who was the wife of William Malmeshull, late burgess of the town of Southampton, have given, granted and in my chaste widowhood have confirmed by this present deed to Walter Lange, burgess of the same town, four adjoining shops with their appurtenances situated, etc., in the parish of the church of St. Michael in French Street, on the west side of the street, between the tenement in which Hugh Manston lives on the north and the messuage of John Botiller on the south side. Moreover, I have given, etc., to the same Walter eight shillings of annual rent, to be received yearly from the tenement in which Roger Claydon lives. Also I have given, etc., to the same Walter a messuage with a garden and its appurtenances, which John Irissh lately held by lease from William my late husband, aforesaid. I have given, moreover, to the same Walter a messuage called Puttesewe which John Benet holds of me. I have given, moreover, and granted to the aforesaid Walter all and singular my lands and tenements, rents and possessions, which I hold within the liberty of the town of Southampton or without, by legacy of William my aforesaid husband, or in any other way whatever, to have and to hold all and singular the lands and tenements aforesaid, rents and possessions, both specified and not specified, with all and each of their appurtenances, to the aforesaid Walter Lange and his heirs for ever of the chief lords of those fees, by the services thence due, etc. And I, indeed, the aforesaid Amicia and my heirs, will warrant, etc., to the aforesaid Walter, etc., all and singular the lands and tenements, etc., against all persons for ever. In witness thereof I have affixed my seal to these presents. Witnesses, William Overey, then mayor, Richard Bradeway, then bailiff, John Cosyn, then steward, etc., Nicholas Langestoke,

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[3] *William Tangle* may perhaps be identified with the William Tangeley who was ranger of the Forest of Chute (see *Pat. Rolls Cal.*, 1423, p. 108).

Fol. VIII (*continued*).

Borard et aliis. Data Suthamptona quinto decimo die Septembri anno regni Regis Ricardi secundi vicesimo tertio.[1] Qua quidem carta publice audita lecta, etc., prefataque Amicia sola per se examinata et jurata, etc., fatetur, etc., cartam predictam esse factum suum: et quod spontanie ipsam fieri fecit absque cohercione seu compulsione cuiuscumque persone mundi et petit eandem cartam hic inbreviari, etc. Et ulterius cognovit hic seisinam esse virtute carte predicte liberatam prefato Waltero absque aliqua condicione mediante: Renunciante prefata Amicia pro se et heredibus suis toto jure et clameo que potest exigere seu vendicare in futuris in omnibus terris et singulis et tenementis specificatis et non specificatis supradictis secundum formam et tenorem carte predicte.

[Release.]

Fol. VIII 2. Suthamptona Curia ibidem tenta coram Thoma Middelyngton tunc ibidem maiore, Henrico Holewey et Willielmo Nicholl tunc ibidem Ballivis, die martis proximo post festum Sancti Valentini Martyris anno Regni Regis Henrici quarti post conquestum tercio.[3]

1402.[2]

Ad hunc diem venit Johannes Mapull de Suthamptona et protulit hic coram prefatis maiore et Ballivis quoddam scriptum relaxacionis cuius tenor sequitur in hec verba. Noverint universi per presentes me Johannem Mapull de Suthamptona remisisse relaxasse et omnino pro me et heredibus meis in perpetuum quietum clamasse Johanni Bramithwayte civi Londoniensi et Alis uxori eius filie et heredi Willielmi Tabeler de Clapham in comitatu Surreia totum jus meum et clameum que uniquam habui habeo vel quovismodo habere potero in illo tenemento quod habui ex dono et legacione Willielmi Mapull burgensis de Suthamptona quod situatum est juxta tenementum

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1 September 15th, 1399.

2 The year 1402 is written in the margin of this deed,

William Tangle, William Nicholl, John Borard and others. Dated at Southampton, the 15th of September, 23 Richard II. And this deed being publicly heard, read, etc., and the aforesaid Amicia examined alone by herself and sworn, etc., declared, etc., the said deed to be her own doing; and that she had caused it to be executed of her own free will without constraint or compulsion from any person in the world, and begs that the same deed may be here enrolled, etc. And further, she acknowledged that seisin had been delivered here to the aforesaid Walter, by virtue of the aforesaid deed without any condition: the aforesaid Amicia renouncing for herself and her heirs all right and claim that she can make or exact in future to all and singular the abovesaid lands and tenements, specified and not specified, according to the form and substance of the aforesaid deed.

Southampton. At the court held there before Thomas Middelyngton, then mayor there, Henry Holewey and William Nicholl, then bailiffs there, on the Tuesday next after the Feast of St. Valentine the Martyr, in the third year of the reign of King Henry the Fourth after the Conquest.

On this day came John Mapull, of Southampton, and brought here before the aforesaid mayor and bailiffs a certain deed of release, of which the contents follow in these words. Let all men know by the present writings that I, John Mapull, of Southampton, have released, remitted, and for myself and my heirs for ever have entirely quit claimed to John Bramithwayte, citizen of London, and Alis his wife, daughter and heir of William Tabeler, of Clapham, in the county of Surrey, all right and claim which I have ever had, now have, or in any manner shall be able to have in that tenement which I possessed by the gift and legacy of William Mapull, burgess of Southampton: and it (the tenement) is situated beside the tenement of the

3 Tuesday, February 21st, 1402.

Fol. VIII (2) (*continued*).

Willielmi antedicti in predicta villa prout in quibusdam indenturis inter dominum Willielmum Mapull et custodem Domus Dei[1] inde confectis plenius continetur ac eciam unam placeam terre vacuam quod dominus Willielmus Mapull nuper perquisivit de Richardo Sherwynd quam dictam placeam terre vacuam michi legavit prout in quadam carta inde confecta inter dictos Willielmum et Ricardum plenius continetur. Ita quod nec ego Johannes Mapull nec heredes mei nec aliquis alius nomine nostro in dicto tenemento et dicta placea terre vacua exigere vel vendicare poterimus[2] in futurum sed ab omni actione juris vel clamei in dicto tenemento et dicta placea terre vacua sumus exclusi imperpetuum. In cuius rei testimonium sigillum meum apposui. Hiis testibus Thoma Middelton tunc maiore dicte ville, Henrico Holwey, Willielmo Nicholl tunc Ballivis, Thoma Appelby, Johanne Flete, Hugone Champion et multis aliis. Datum apud Suthamptonam vicesimo nono die mensis Januarii Anno regni regis Henrici quarti post conquestum Anglie tercio.[3] Quo scripto lecto et audito, prefatus Johannes Mapull examinatus, cognovit predictum scriptum esse factum suum. Et petit hic inbreviari in exclusionem juris sui et heredum suorum in perpetuum secundum consuetudinem, etc.[4] Et admissum est per curiam et inbreviatum sive irrotulatum in exclusionem juris sui et heredum suorum in perpetuum, etc.[4]

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1 *God's House*, or the Hospital of St. Julian, was said to be founded by Gervase le Riche about 1185. The warden was a secular priest; and a certain number of poor brethren and sisters received food and lodging and a small allowance. The hospital was destroyed by the French in 1338, and its consequent impoverishment caused it to be freed from all tolls, pontage, murage, etc. Later in the fourteenth century it was granted to Queen's College, Oxford. It had lands in Dorset and the Isle of Wight, as well as rights over the Salt Marsh at Southampton, which rights at a later date caused con-

aforesaid William in the aforesaid town, as is more fully contained in certain indentures made thereon between Sir William Mapull and the warden of God's House, and also a vacant piece of land which Sir William Mapull lately purchased of Richard Sherwynd, and this said plot of vacant land he left to me, as is fully set forth in a certain deed made between the said William and Richard. Thus neither I, John Mapull, nor my heirs, nor any one in our name can, in future, make any claim or exaction on the said tenement and vacant plot of land, but we are excluded for ever from all claim or action at law with regard to the said tenement and said vacant plot of land. In witness whereof I have appended my seal. These being witnesses, Thomas Middelton, then mayor of the said town, Henry Holwey, William Nicholl, then bailiffs, Thomas Appelby, John Flete, Hugh Champion, and many others. Dated at Southampton, January 29th, in the third year of the reign of King Henry the Fourth after the Conquest. And this deed being read and heard, the aforesaid John Mapull, being examined, acknowledged the said deed to be his act. And he seeks its enrolment here to the exclusion of his right and that of his heirs for ever, according to custom, etc. And it is accepted by the court and is inbreviated or enrolled to the exclusion of his right and that of his heirs for ever, etc.

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siderable friction with the citizens. For a full account of the Hospital, see J. S. Davies' *Hist. of Southampton*, pp. 450 *et seq*.

[2] The object to "exigere vel vendicare" is omitted in the text.

[3] January 29th, 1402.

[4] *Sic.*

Fol. VIII B. Curia ibidem tenta coram Thoma Middelyngton tunc ibidem maiore Henrico Holewey et Willielmo Nicholl tunc ibidem Ballivis die martis in Festo quod dicitur Ad vincula Sancti Petri Anno Regni Regis Henrici quarti post conquestum Anglie tercio.[1]

Ad hunc diem venit Ricardus Bradewey burgensis ville Suthamptone executor testamenti[2] Juliane que fuit uxor Walteri Reigate de Suthamptona predicta burgensis et protulit coram prefatis maiore et Ballivis quandam cartam cuius tenor sequitur in hec verba. Sciant presentes et futuri quod ego Richardus Bradewey burgensis ville Suthamptone executor testamenti Juliane que fuit uxor Walteri Reygate de Suthamptona predicta burgensis virtute et auctoritate eiusdem testamenti pro quadam pecunie summa vendidi concessi et hac presenti carta mea confirmavi Johanni Deryng et Johanni Mascall[3] burgensibus ville predicte reversionem duorum tenementorum cum volta subtus fundata in villa Suthamptona predicta contigue situatorum in vico Anglico in occidentali parte vici inter tenementum nuper Ricardi Mountagu chevaler[4] quod magister Thomas Mountagu[5] decanus ecclesie cathedralis nove Sarum modo tenet ex parte boriali et tenementum quod fuit Willielmi Oldefrend in quo modo inhabitat Willielmus Blak ex parte Australi et viam regiam ex parti orientali et curtillagium nuper prefati Ricardi modo prefati magistri Thome ex parte occidentali que quidem tenementa prefata Juliana in testamento suo in ultima voluntate sua legavit prefato Waltero Reigate ad terminum vite sue et post decessum eiusdem Walteri Willielmo Wellys aliter dicto

1 Tuesday, August 1st, 1402.

2 The question of the right of married women to make wills had recently been in dispute between the Church and the Commons. In 1342 a provincial council held in London declared those persons excommunicated who hindered either married or single women from making wills. To this the Commons replied by protesting in 1344 that this was against reason; but no law was issued on the subject (Pollock and Maitland, *Hist. of English Law*, Vol. II, p. 429). Under these circumstances the practice in regard to will making by married women probably varied greatly in different localities, and the power of the married woman to devise land was often restricted. Hence the present instance is of interest, as showing that this liberty was accorded to her in Southampton; a similar custom seems also to have prevailed at Canterbury (*Borough Customs*, Vol. II, p. 111).

3 *John Mascall* (presumably John Mascall, senior) was bailiff in 1405, 1409 and 1411, mayor 1414, 1420, and 1421, Parliamentary burgess 1421-22 (Davies, *Hist. of Southampton*, pp. 173 and 202). As in 1411-12 mention is made of his wife Joan, he may have been the father of the John Mascall who founded an obit. at Holy Rood for himself and his wife Margery (*ib.*, p. 424); or else Margery may have been his second wife. In this case he died before 1429, in which year a release of four tenements

Court held there before Thomas Middelyngton, then mayor there, Henry Holewey and William Nicholl, then bailiffs, on the Tuesday of the day which is called St. Peter ad vincula, in the third year of the reign of King Henry IV.

On this day came Richard Bradewey, burgess of the town of Southampton, executor of the will of Juliana who was the wife of Walter Reigate, burgess of Southampton aforesaid, and laid before the aforesaid mayor and bailiffs a certain deed, of which the substance follows in these words. Know all men, present and future, that I, Richard Bradewey, burgess of the town of Southampton, executor of the will of Juliana who was wife of Walter Reygate, burgess of Southampton aforesaid, by virtue and authority of the same will have sold, granted, and by this present deed have confirmed for a certain sum of money to John Deryng and John Mascall, burgesses of the town aforesaid, the reversion of two tenements with a vault built underneath, in the town of Southampton aforesaid, situated side by side in English Street, on the west side of the street, between the tenement lately belonging to Richard Mountagu, knight, which Master Thomas Mountagu, Dean of the Cathedral Church of Salisbury, now holds on the north side and the tenement which belonged to William Oldefrend, in which William Blak now lives, on the south side, and the king's highway on the east, and the curtilage lately belonging to the said Richard and now to the aforesaid Master Thomas on the west side, and these tenements the aforesaid Juliana, in her testament in her last will, bequeathed to the aforesaid Walter Reigate for the term of his life, and after the death of the same Walter, to William Wellys,

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in English Street was executed in favour of Margery, wife to John Mascall, late burgess of Southampton (*ib.*, p. 377). Mascall, like other Southampton burgesses, was an active trader. The Customs Accounts show him as sharing in the lading of numerous vessels and as importing both wine and saffron (*e.g.*, K. R. Customs a/c, 139/7, etc.).

4 *Richard Montagu*, knight, was probably one of the sons of Sir John Montagu, who was brother of the second and father of the third Earl of Salisbury; Richard Montagu himself thus being brother of the third earl. Burke, indeed, does not mention any Richard among the sons of Sir John Montagu; but as Dugdale gives a certain Richard Montagu as one of the younger sons of Sir John (Dugdale, *Baronage*, Vol. I, pp. 649-50), and as the *Patent Rolls Calendar* for 1397 gives a certain Richard Montagu, son of Sir John Montagu, as holding lands in Southampton (*Pat. Rolls Cal.*, 1397, p. 274), the probabilities are that the mistake lies with Burke, and that Richard Montagu may be identified with Robert Montagu of Sutton Montagu, in Somerset (Burke's *Domestic Peerage*, p. 372), mentioned by Burke as a son of the above Sir John Montagu.

5 *Thomas Montagu*, brother of the above Richard Montagu, died 1404.

Fol. VIII B (*continued*).

Clerk fratri eiusdem Juliane ad terminum vite sue et quod post mortem predictorum Walteri et Willielmi Wellys predicta tenementa venderentur per executores prefate Juliane vel per executores executorum suorum prout in eodem testamento plenius liquet: habendum et tenendum reversionem dictorum duorum tenementorum cum volta subtus fundata et omnibus suis pertinenciis cum acciderit post mortem prefatorum Walteri et Willielmi Wellys prefatis Johanni Deryng et Johanni Mascall heredibus et assignatis suis in perpetuum de capitalibus feodi illius dominis per servicia inde debita et de jure consueta. In cuius rei testimonium huic presenti carte sigillum meum apposui. Hiis testibus Thoma Midlyngton tunc maiore ville Suthamptone, Johanne Flete, Waltero Lange, Willielmo Overey, Johanne Botiller, Aldermannis,[1] Henrico Holewey et Willielmo Nicholl tunc ibidem Ballivis, Nicholao Langestoke, Johanne Lymborner[2] et multis aliis. Data apud Suthamptonam in festo Sancte Marie Magdalene anno regni Regis Henrici quarti post conquestum Anglie tercio.[3] Qua quidem carta visa lecta et audita, consessa est[4] attornamenta reversionis[5] predicte post decessum prefatorum Walteri et Willielmi secundum consuetudinem ville salvo jure cuiuscumque. Et supra hoc concessa est seisina juxta formam carte predicte salvo jure cuiuscumque, etc.,[6] secundum consuetudinem, etc.[6]

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1 This is the first case where it is definitely stated that the witnesses are aldermen. As has been shown, both ward aldermen and guild aldermen existed previously (*Oak Book*, Vol. I), but the present definite statement is no doubt due to the charter of 1401, whereby the government of the town was placed in the hands of the mayor and four aldermen among other officers (H. W. Gidden, *Charters of Southampton*, Vol. I, pp. 47-9).

2 *John Lymborner*, or *Lymborne*, was a shipowner in Southampton, owning "le Blithe," of 100 tons burthen, in conjunction with John Montagu and Nicholas Schagh, or Shawe (*Pat. Rolls Cal.*, 1402, p. 196). Like other Southampton burgesses, he exported cloth (K. R. Customs a/e, 5-6 Henry IV, 139/7).

3 Tuesday, July 22nd, 1402.

4 *Sic.* This passage is clearly a mistake; the first "s" in "concessa" is long, and may possibly be an "f." If the scribe took "attornamenta" for feminine singular instead of neuter plural, and thought "confiteor" was passive, not deponent, then the translation would be "attornment has been admitted," which is the sense required.

otherwise called Clerk, brother of the same Juliana, for the term of his life, and that after the death of the aforesaid Walter and William Wellys the aforesaid tenements should be sold by the executors of the aforesaid Juliana or by the executors of their executors, as in the same will is more fully manifest: to have and to hold the reversion of the said two tenements with the cellars built below, and with all their appurtenances, when it shall fall in after the death of the aforesaid Walter and William Wellys, to the aforesaid John Deryng and John Mascall, their heirs and assigns for ever from the chief lords of that fee, by the services thence due and customary according to law. In witness whereof I have placed my seal to this present deed. The witnesses being Thomas Midlyngton, then mayor of the town of Southampton, John Flete, Walter Lange, William Overey, John Botiller, Aldermen, Henry Holewey and William Nicholl, then bailiffs there, Nicholas Langestoke, John Lymborner, and many others. Dated at Southampton on the Feast of St. Mary Magdalene, 3 Henry IV. And this deed having been seen, read and heard, the attornment of the reversion aforesaid has been declared after the death of the aforesaid Walter and William according to the custom of the town, saving the right of any one whatsoever. And thereon seisin has been granted according to the form of the aforesaid deed, saving the right of any one whatsoever, etc., according to custom, etc.

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[5] "Attornamenta reversionis." The process of attornment was the process by which the tenants of the land (in this case apparently Thomas Montagu and William Blak) consented to the transfer of their services from one lord to another. It was necessary to a complete transfer of land (Pollock and Maitland, *Hist. of English Law*, Vol. I, p. 348, Vol. II, pp. 93 and 132). In the present case the attornment ("secundum ville") seems to be the work of the court, and nothing is said here about the presence or consent of the tenant in the matter; whereas in some boroughs, though the process of attornment was the work of the court, yet the tenant's presence at the court by which he was attorned was usually considered necessary (Bateson, *Borough Customs*, Vol. I, p. 315, etc.). Possibly in the present case the phrase "secundum consuetudinem ville" may cover a summons to the tenant and his formal assent.

[6] *Sic.*

Fol. IX.

[1]Suthampton curia ibidem tenta coram Thoma Midlyngton tunc ibidem maiore, Henrico Holewey et Johanne Barflet tunc ibidem ballivis, die Martis proximo ante festum Sancti Valentini martyris anno regni regis Henrici quarti quarto.[2]

Ad hanc curiam venerunt in propriis personis[3] suis Johannes Harre et Cristina uxor eius et protulerunt coram prefatis maiore et Ballivis quandam cartam feoffamenti cuius tenor sequitur in hec verba. Sciant presentes et futuri quod nos Johannes Harre et Cristina uxor mea unanimi assensu et consensu dedimus concessimus et hac presenti carta nostra confirmavimus Johanni Seldere[4] burgensis ville Suthamptone quoddam gardinum nostrum jacens in villa predicte in parochia ecclesie Omnium Sanctorum in vico vocato Estret in parte boriali eiusdem vici inter tenementum Johannis Barflet ex parte occidentali et gardinum Johanne que fuit uxor Johannis Makesburgh ex parte orientali et extendit se dictum gardinum a via regia a parte Australi usque quandam semitam juxta muros ville predicte versus borialem; habendum et tenendum predictum gardinum cum omnibus suis pertinenciis prefatis Johanni Seldere heredibus et assignatis suis de capitali domino feodi illius per servicia inde debita et de jure consueta in perpetuum. Et nos vero prefati Johannes Harre et Cristina uxor mea et heredes nostri predictum gardinum cum omnibus suis pertinenciis prefato Johanni Seldere, heredibus et assignatis suis contra omnes gentes warantizabimus et defendemus in perpetuum. In cuius rei testimonium huic presenti carte sigilla nostra apposuimus. Et quia sigilla nostra pluribus sunt incognita[5] sigillum officii maioratus ville predicte presentibus apponi procuravimus. Hiis testibus Thoma Midlyngton tunc maiore ville predicte, Johanne Flete, Waltero Lange, Johanne Botiller et Willielmo Ravenston tunc ibidem Aldermannis, Henrico Holewey et Johanni Barflet tunc ballivis, Thoma Armorer seneschallo,

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1 This grant is in almost all respects typical of the forms of conveyance most usually found in the Black Book, and has therefore been given in full.

2 Tuesday, February 13th, 1403.

3 "In propriis personis." This formula is sometimes omitted.

4 *John Seldere*, or *Selder*, smith (Fol. xvii), bailiff 1419, 1423, and 1427 (Davies, *Hist. of Southampton*, p. 173). He was obviously a rising man, and accumulated a good deal of property in Southampton. In 1428-29 he held a vacant plot of ground at the quay of Westhethe by a rent of 2/- a year paid to the town. He also held a garden behind a house which he had recently built in Symnel Street, which was bounded by a path leading to the castle (*Hist. MSS. Com. Report*, XI, Appendix III,

Southampton. Court held there before Thomas Midlyngton, then mayor there, Henry Holewey and John Barflet, then bailiffs, on the Tuesday next before the Feast of St. Valentine the martyr, 4 Henry IV.

To this court came, in their own persons, John Harre and Cristina his wife, and laid before the aforesaid mayor and bailiffs a certain deed of feoffment, of which the substance follows in these words. Know all men, present and to come, that we, John Harre and Cristina my wife, by unanimous agreement and consent have given, granted and, by this our present deed, confirmed to John Seldere, burgess of the town of Southampton, a certain garden of ours lying in the town aforesaid, in the parish of the church of All Saints, in the street called Estret, on the north of the same street, between the tenement of John Barflet on the west and the garden of Joan who was the wife of John Makesburgh on the east, and the said garden stretches from the king's highway on the south to a certain path by the walls of the said town on the north. To have and to hold the aforesaid garden with all its appurtenances to the aforesaid John Seldere, his heirs and assigns, from the chief lord of that fee, for services thence due and accustomed by law for ever. And we, indeed, the aforesaid John Harre and Cristina my wife, and our heirs, will warrant the aforesaid garden with all its appurtenances to the aforesaid John Seldere, his heirs and assigns, against all men and defend it for ever. In testimony whereof we affix our seal to this present deed. And because our seals are unknown to many persons, we have procured the seal of the office of mayor of the aforesaid town to be affixed to these presents. Witnesses, Thomas Midlyngton, then mayor of the said town, John Flete, Walter Lange, John Botiller and William Ravenston, then aldermen there, Henry Holewey and John Barflet, then bailiffs, Thomas Armorer, steward, John Notebem, William

pp. 134-5). He paid 12d. a year to the town for this garden, which may perhaps be identified with the garden called "Pylgrym ys pyt," which the Steward's Book of 1441 shows him as holding of the town by the same rent. He also held three tenements of St. Denys, outside the East Gate beside the town moat, for which he paid 48d. a year (Rent. and Survey, 25 Henry VI, Roll 596).

5 This reason for requiring the addition of the town's seal to the deed frequently replaces the more usual phrase, "ad maiorem huius rei securitatem." Mrs. Green (*Town Life in the Fifteenth Century*) suggests that its use was a consequence of the increasing number of strangers who were attracted to the towns in the fifteenth century; but as far as Southampton deeds are concerned it was frequently used in the case of persons who had been long resident in the town and had held high municipal office; hence it may probably be regarded as a mere formula.

Fol. IX (*continued*).

Johanne Notebem,[1] Willielmo Baker, Juniore, Galfrido Smyth et multis aliis. Data apud Suthamptonam octavo die Februarii Anno regni regis Henrici quarti post conquestum quarto.[2] Qua quidem carta publice lecta, audita et intellecta prefataque Cristina per se sola examinata et jurata coram prefatis maiore et Ballivis in plena curia predicta secundum consuetudinem ville predicte pure sponte et absolute fatetur cartam predictam esse factum suum et quod spontanie ipsam fieri fecit absque cohercione seu compulsione viri sui predicti vel alterius cuiuscunque persone et petit eam hic inbreviari in formam recognitionis sue secundum consuetudinem ville predicte in exclusionem juris sui et heredum suorum in perpetuum. Et super hac concessa est seisina antedicti gardini juxta formam carte salvo jure cuiuscumque secundum consuetudinem ville, etc.

Fol. IX (2).

[*Transcribed and Summarised.*]

Suthampton curia ibidem tenta coram Thoma Midlyngton tunc ibidem maiore Henrico Holewey et Johanne Barflet tunc ibidem Ballivis. Die martis proximo ante festum Sancti Gregorii pape anno regni regis Henrici quarti quarto.[3]

Ad hanc curiam venerunt Thomas Partrig Bowyere et Cristina uxor eius et protulerunt coram prefatis maiore et Ballivis quandam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod nos Adam Pynhorne, Thomas Partrig, Bowyhere, et Cristina uxor eius unanimi assensu dedimus, etc., Johanni Danel et Alicie uxori eius unam

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[1] *John Notebem* held a tenement by "Goddes Howse" (Steward's Book, 1428); appears among the exporters in 1428 (Port Book).

Baker, junior, Geoffrey Smyth, and many others. Dated at Southampton, the 8th day of February, in the fourth year of the reign of King Henry the Fourth after the Conquest. And this deed being publicly read, heard and understood, and the aforesaid Cristina being examined and sworn by herself alone before the aforesaid mayor and bailiffs in the aforesaid full court, according to the custom of the aforesaid town, purely, freely and absolutely declares the aforesaid deed to be her own doing, and that she had caused it to be executed of her own free will without constraint or coercion from her husband aforesaid, or any other person whatsoever, and she requests that it may be here inscribed in the form of her recognizance according to the custom of the said town, to the exclusion of her right and that of her heirs for ever. And thereupon seisin has been granted of the aforesaid garden by the form of the deed, saving the right of any one whatsoever, according to the custom of the town, etc.

Southampton. At the court there held before Thomas Midlyngton, then mayor there, Henry Holewey and John Barflet, then bailiffs there, the Tuesday next before the feast of St. Gregory the Pope, in the fourth year of the reign of King Henry IV.

To this court came Thomas Partrig, bowyer, and Cristina his wife, and laid before the aforesaid mayor and bailiffs a certain deed of feoffment, of which the substance follows, etc. Know all men, present and to come, that we, Adam Pynhorne, Thomas Partrig, bowyer, and Cristina his wife, by our unanimous assent have given, etc., to John Danel and Alice his wife a vacant

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[2] February 8th, 1403.

[3] Tuesday, March 6th, 1403

Fol. IX (2) (*continued*).

placeam vacuam jacentem in suburbio ville Suthamptone in parochia ecclesie beate Marie in vico vocato Estrete in parte boriali eiusdem vici inter tenementum Thome atte Marshe ex parte occidentali et tenementum Alexandri Deye[1] ex parte orientali; habendum et tenendum predictam placeam vacuam, etc., predictis Johanni et Alicie heredibus et assignatis eorum de capitalibus dominis feodi illius per servicia inde debita, etc., in perpetuum. Et nos vero predicti Adam Pynhorn, Thomas Partrig et Cristina uxor mea et heredes nostri predictam placeam vacuam, etc., predictis Johanni Danel et Alicie uxori eius, etc., contra omnes gentes warantizabimus, etc., imperpetuum. In cuius rei testimonium presentibus sigilla nostra apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum prepositure ville Suthamptone apponi procuravimus. Hiis testibus Johanne Botiller tunc maiore dicte ville Suthamptone, Johanne Cosyn tunc Ballivo, Ricardo Bradewey, Willielmo Reigate, Beneyt Flemynge,[2] Johanne Synghere, Johanne Notebem et aliis. Data Suthamptone die lune proximo ante festum Sancti Gregorii pape Anno regni regis Henrici post conquestum primo.[3] Qua quidem carta publice lecta, etc., prefataque Cristina sola per se examinata, etc., fatetur cartam predictam esse factum suum, etc., et petit eam hic inbreviari, etc. Et super hoc concessa est seisina predicte placee vacue juxta formam carte salvo jure cuiuscumque secundum consuetudinem ville predicte.

1 *Alexander Dey* may perhaps be identified with the Sandal Day, of Southampton, who in 1402 was master of a barge loaded at Southampton with two hundred and twenty bales of woad for London. The barge was pursued by a French vessel and went ashore at Seaford, where the goods were seized by the inhospitable men of Sussex, and Dey sued for their recovery (*Pat. Rolls Cal.*, 1402, p. 130). The loss did not ruin him, for a year or two later he appears as the exporter of a considerable number of cloths (K. R. Customs a/c, 4-5 Henry IV, 139/7). Earlier in life he appears to have been clerk to John Polymond, and was also the executor of his will (*Hist. MSS. Com. Report* XI, Appendix III, p. 76).

plot lying in the suburb of the town of Southampton, in the parish of St. Mary, in the street called Estrete, on the north side of the same street, between the tenement of Thomas Atte Marshe on the west side and the tenement of Alexander Deye on the east; to have and to hold the aforesaid vacant plot, etc., to the aforesaid John and Alice, their heirs and assigns, etc., from the chief lords of that fee, by the services thence due, etc., for ever. And we, indeed, the aforesaid Adam Pynhorn, Thomas Partrig and Cristina my wife and our heirs, will warrant, etc., the aforesaid vacant plot, etc., to the aforesaid John Danel and Alice his wife, etc., against all men for ever. In witness of this we have affixed our seals to these presents. And for greater security we have caused the seal of the reeve of the town of Southampton to be affixed. The witnesses being John Botiller, then mayor of the said town of Southampton, John Cosyn, then bailiff, Richard Bradewey, William Reigate, Beneyt Flemynge, John Synghere, John Notebem and others. Dated at Southampton the Monday next before the feast of St. Gregory the Pope, in the first year of the reign of King Henry after the Conquest. And this deed being publicly read, etc., and the aforesaid Cristina examined alone by herself, etc., declares the aforesaid deed to be her doing, etc., and seeks its enrolment here, etc. And upon this seisin has been granted of the aforesaid vacant place by the form of the deed, saving the right of any one whatsoever, according to the custom of the aforesaid town.

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[2] *Beneyt Flemynge.* The Flemings (or Flemang, as the name was frequently spelt in the fifteenth century) had been inhabitants of Southampton since John's reign (Davies, *Hist. of Southampton*, p. 37, n.). Beneyt Fleminge was the father of the better-known John Fleming, *q.v.* (*Hist. MSS. Com. Report*, XI, Appendix III, p. 77).

[3] The number of the king is omitted in the text, but presumably 1 Henry IV is meant, in which case the date would be Monday, March 8th, 1400.

Fol. IX B. Suthampton curia ibidem tenta coram Thoma Midlyngton tunc ibidem maiore, Johanne Cosyn et Johanne Beneyt[1] tunc ibidem Ballivis die Martis in septimane Pasche Anno regni regis Henrici quarti quinto, etc.[2]

Ad hanc curiam venerunt coram prefatis maiore et Ballivis in plena curia Johannes Pakenham et Johanna uxor eius in propriis personis suis et protulerunt tunc ibidem quandam relaxationem sive scriptum relaxationis cuius tenor sequitur in hec verba. Omnibus Christi fidelibus presens scriptum visuris vel audituris Johannes Pakenham et Johanna uxor eius que fuit uxor Henrici Machon nuper burgensis ville Suthamptone salutem in domino sempiternam.[3] Noveritis nos, etc., omnino pro nobis et heredibus nostris imperpetuum quietum clamasse Thome Armorer burgensi ville Suthamptone predicte et Isabelle uxori eius totum jus nostrum et clameum quod habemus, etc., in uno mesuagio, etc., situato in villa Suthamptona predicta in vico Anglico in orientali parte vici inter mesuagium nuper Johannis Hayne[4] ex parte boriali et unum mesuagium quod Rennekyn Taillor modo tenet ex parte australi; capud vero occidentale extendit se in viam regiam et capud orientale extendit se super parietem dicte ville. Ita quod nos predicti Johannes Pakenham et Johanna uxor mea nec heredes nostri nec aliquis alius nomine nostro aliquam actionem juris vel clamei in predicto mesuagio cum suis pertinenciis de cetero exigere vel vendicare poterimus quovismodo sed ab omni actione juris et clamei sumus exclusi imperpetuum per presentes. Et nos vero predicti Johannes Pakenham et Johanna uxor mea et heredes nostri predictum mesuagium cum suis pertinenciis prefatis Thome Armorer et Isabelle uxori eius heredibus et assignatis suis contra omnes gentes warantizabimus et defendemus imperpetuum. In cuius rei testimonium sigilla nostra presenti apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter huic apponi procuravimus. Hiis testibus Thoma

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1 *John Beneyt*, mayor 1409-10, 1413-14, and 1418, bailiff 1403 (Davies, *Hist. of Southampton*, p. 173). Beneyt was presumably a merchant. He appears among the burghers importing goods (K. R. Customs a/c, 5-6 Henry IV, 139/7). Like other mayors at this period, he supervised the fortifications at Southampton and presented a detailed account of the work at God's House Tower (Foreign a/c, 9 Henry V; F 9 Henry V, E). His special claim to repute, however, was connected with the organisation of the water supply at Southampton. In 1420 his executors under his will erected a conduit by Holy Rood to bring water from the Friars' conduit head at Hill. The Friars agreed to hand over the conduit head in question to the executors, John Flemynge and Thomas Wynterbourne, on condition that the latter arranged for the conveyance of water both to the town and to the Friars' House. In this business Beneyt's executors acted in conjunction with the mayor and Corporation, who

Southampton. Court there held before Thomas Midlyngton, then mayor there, John Cosyn and John Beneyt, then bailiffs there, on the Tuesday in Easter week, in the fifth year of the reign of King Henry IV.

To this court, in the presence of the said mayor and bailiffs in full court, came John Pakenham and Joan his wife in their own persons and produced there a certain release or writing of release, of which the substance follows in these words. To all the faithful in Christ who shall see or hear the present writing, John Pakenham and Joan his wife, who was wife of Henry Machon, late burgess of Southampton, eternal greeting in the Lord. Know ye that we, etc., have for ever completely quit claimed for ourselves and our heirs to Thomas Armorer, burgess of the town of Southampton aforesaid, and Isabella his wife, all our right and claim that we have, etc., in a messuage, etc., situated in the town of Southampton aforesaid, in English street, on the east side of the street, between the messuage formerly belonging to John Hayne on the north side and a messuage that Rennekyn Taillor now holds on the south side. The west end, indeed, extends to the king's highway and the east end stretches over the wall of the said town. So that [neither] we, the aforesaid John Pakenham and Joan my wife, nor our heirs, nor any one else in our name, shall be able in any manner in future to enforce or exact any action at law or claim to the aforesaid messuage, with its appurtenances, but from all action at law or claim we are excluded for ever by these presents. And we, indeed, the aforesaid John Pakenham and Joan my wife and our heirs, will warrant and defend the aforesaid messuage, with its appurtenances, to the aforesaid Thomas Armorer and Isabella his wife, their heirs and assigns, against all persons for ever. In witness whereof we have affixed our seals to this present. And for the sake of greater safety we have caused the seal of the mayor's office of Southampton to be likewise affixed to this. These being witnesses, Thomas

thus shared the responsibility for the town's water supply (Davies, *Hist. of Southampton*, p. 115; Speed's *Hist. of Southampton*—E. R. Aubrey ed.—pp. 25-31).

2 Tuesday, April 1st, 1404.

3 This elaborate greeting occurs occasionally, though not invariably, in the leases enrolled in the Black Book. A comparison of this deed and that on Fol. VIII (2) will show the points in which the formulae used in releases in the Black Book most usually vary. Where "etc." occurs the formula is the same in both cases.

4 *John Hayne*, deputy-butler in the port of Southampton 1382 and 1395 (*Pat. Rolls Cal.*, 1382, p. 180; 1395, p. 616).

Fol. IX B (*continued*).

Midlyngton tunc maiore ville Suthamptone, Johanne Cosyn et Johanne Benet tunc Ballivis eiusdem ville Ricardo Bradwey tunc Seneschallo ibidem Johanne Flete, Willielmo Overey et multis aliis. Data apud Suthamptonam primo die mensis Aprilis Anno regni regis Henrici quarti post conquestum Anglie quinto.[1] Quo quidem scripto publice lecto audito et intellecto, prefataque Johanne per se sola examinata et jurata coram prefatis maiore et Ballivis in plena curia predicta secundum consuetudinem ville predicte pure sponte et absolute fatetur scriptum predictum esse factum suum et quod spontanee illud fieri fecit absque cohercione seu compulsione viri sui predicti seu alterius alius cuiuscumque persone. Et petit illud hic inbreviari in forma recognitionis sue secundum consuetudinem ville predicte in exclusionem juris sui predicte et heredum suorum imperpetuum.

Fol. IX B (2).

Suthamptone. Curia ibidem tenta coram Henrico Holewey tunc ibidem maiore et Johanne Cosyn ibidem tunc Ballivo, die Martis in festo Sancte Katerine virginis Anno regni regis Henrici quarti sexto.[2]

Ad hanc curiam venerunt coram prefato maiore et Ballivo in plena curia Nicholaus Chapman de Suthampton per Thomam Marleburgh virtute cuiusdam littere attornatorie[3] cuius data est apud Suthamptonam vicesimo primo die[4] mensis Novembris Anno regni regis predicti predicto, Attornatum suum, et Agnes uxor eius in propria persona sua et protulerunt tunc ibidem curie predicte quamdam cartam feoffamenti cuius carte tenor sequitur in hec verba. Sciant presentes et futuri quod nos Nicholaus

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1 April 1st, 1404.

2 Tuesday, November 25th, 1404.

3 *Letters of attorney.* The appointment of an attorney to act for one of the parties to an action at law was originally permitted only by a grant from the king or by an appointment made before the king's justices. The appointment of attorneys became exceedingly common by the thirteenth century; and at the same period the use of attorneys in Borough Courts became the subject of various town regulations intended to facilitate their appointment. At Ipswich, for example,

Midlyngton, then mayor of Southampton, John Cosyn and John Benet, then bailiffs of the same town, Richard Bradwey, then steward there, John Flete, William Overey, and many others. Dated at Southampton the first day of April, in the fifth year of the reign of King Henry the Fourth after the Conquest. And this writing being publicly read, heard and understood, and the aforesaid Joan being examined and sworn before the aforesaid mayor and bailiffs in the full court aforesaid, according to the custom of the town aforesaid, purely, freely, and absolutely owned the said writing to be her doing, and that she voluntarily caused it to be executed without constraint or coercion from her husband aforesaid or any other person whatsoever. And she sought that it be enrolled here in the manner of her recognisance, according to the custom of the aforesaid town, to the exclusion of her right and that of her heirs for ever.

Southampton. Court held there before Henry Holewey, then mayor there, and John Cosyn, then bailiff there, on Tuesday the Feast of Saint Katherine the Virgin, 6 Henry IV.

To this court came before the aforesaid mayor and bailiff in full court Nicholas Chapman, of Southampton, by Thomas Marleburgh, his attorney, by virtue of a certain letter of attorney, dated at Southampton, 21st day of the month of November, in the regnal year above written, and Agnes his wife in person, and brought then there to the aforesaid court a certain deed of feoffment, the substance of which deed follows in these words. Know all [men] present and to come, that we

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the town bailiffs were given power to grant attorneys. Other rules, however, both in the thirteenth and fifteenth centuries, provided against abuse by declaring that the attorney must be able to prove his appointment by the party he represented (*Borough Customs*, Vol. II, p. clii, etc., and pp. 10-15). Thus, in the present instance, Marleburgh carefully quotes the letter of attorney under which he acts. Otherwise the whole procedure is, of course, similar to that taken when the grantor himself comes into court.

4 November 21st, 1404.

Fol. IX B (2) (*continued*).

Chapman burgensis ville Suthamptone et Agnes uxor mea, etc., dedimus, etc., Thome Armorer burgensi ville predicte et Isabelle uxori eius totum illud tenementum cum suis pertinenciis quod quidem tenementum scituatum est in predicta villa Suthamptona in parochia ecclesie Sancti Laurencii in vico Anglico in occidentali parte eiusdem vici inter tenementum Ricardi Bradewey quod quondam fuit Roberti Portesmuth ex parte boriali et tenementum nuper Arnaldi Yonge ex parte australi ; habendum et tenendum totum predictum tenementum cum omnibus suis pertinenciis predictis Thome Armorer et Isabelle uxori eius heredibus et assignatis suis libere integre bene et in pace jure hereditaris[1] inperpetuum de capitali domino feodi illius per servicia inde debita et de jure consueta. Et nos vero predicti Nicholaus Chapman et Agnes uxor mea et heredes nostri totum predictum tenementum, etc., predictis Thome Armorer et Isabelle uxori eius, etc., contra omnes gentes warantizabimus, etc., imperpetuum. In cuius rei testimonium huic presenti carte nostre sigilla nostra apposuimus. Et ad maiorem huius rei securitatem faciendam sigillum officii maioratus ville Suthamptone similiter huic apponi procuravimus. Hiis testibus Henrico Holewey tunc maiore ville Suthamptone, Johanne Cosyn tunc Ballivo eiusdem ville, Johanne Benet tunc seneschallo ibidem, Willielmo Overey, Waltero Lange et multis aliis. Data apud Suthamptonam vicesimo die mensis Novembris Anno Regni Regis Henrici quarti post conquestum Anglie sexto.[2] Qua quidem carta publice lecta, etc., prefataque Agnes per se sola examinata, etc., in plena curia, etc., fatetur cartam predictam esse factum suum et quod spontanee illam fieri fecit absque cohercione, etc., viri sui predicti seu alterius cuiuscumque persone. Et petit illam hic inbreviari, etc., in exclusionem juris sui predicti et heredum suorum in perpetuum, etc.

Et super haec concessa est seisina.[3]

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1 "Jure hereditaris" is an unusual amplification of this part of a grant.

2 November 20th, 1404.

Nicholas Chapman, burgess of the town of Southampton, and Agnes my wife, etc., have given, etc., to Thomas Armorer, burgess of the town aforesaid, and Isabella his wife, all that tenement with its appurtenances which is situated in the aforesaid town of Southampton, in the parish of the church of St. Laurence, in English Street, on the west side of the same street, between the tenement of Richard Bradewey, which formerly belonged to Robert Portesmuth, on the north side and the tenement formerly belonging to Arnald Young on the south; to have and to hold all the aforesaid tenement with its appurtenances to the aforesaid Thomas Armorer and Isabella his wife, their heirs and assigns, freely, entirely, well and peaceably by hereditary right for ever from the chief lord of that fee, by the services thence due and customary according to law. And we, indeed, the aforesaid Nicholas Chapman and Agnes my wife and our heirs will warrant, etc., all the aforesaid tenement, etc., to the aforesaid Thomas Armorer and Isabella his wife, etc., against all people for ever. In witness whereof we have affixed our seals to this present deed. And for the sake of greater security we have caused the seal of the office of the mayoralty of Southampton to be likewise appended thereto. These being witnesses, Henry Holewey, then mayor of Southampton, John Cosyn, then bailiff of the same town, John Benet, then steward there, William Overey, Walter Lange, and many others. Dated at Southampton, the twentieth day of November, the sixth year of the reign of King Henry the Fourth after the Conquest. And this deed, indeed, being publicly read, etc., and the aforesaid Agnes being examined by herself alone, etc., in full court, etc., declares the aforesaid deed to be her doing, that she voluntarily caused it to be executed without constraint, etc., from her husband aforesaid or from any other person whatsoever. And she seeks that it may be enrolled here, etc., to the exclusion of her right aforesaid and that of her heirs for ever, etc.

And thereon seisin has been granted.

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3 This clause is added (as is frequently the case) in a different hand and with a different ink. It records the full completion of the grant.

[*Summarised Translation.*]

Fol. X. Court held before the same mayor and bailiffs,[1] the Tuesday next after St. Andrew the Apostle, in the year aforesaid.[2]

Nicholas Chapman, of Southampton, came before the court by means of Thomas Armorer, created his attorney by letter dated November 25th, 1404, and, with his wife Agnes in her own person, laid before the court the following deed: Nicholas Chapman, burgess of Southampton, and Agnes his wife have granted to Thomas Midlyngton, burgess, and his heirs, a tenement in the parish of St. Michael, on the east of French Street, between a tenement held by John Botiller, of the priory of St. Denys, on the north and a tenement belonging to William Carier called Reygate on the south, which was formerly a vacant plot belonging to John Botiller: to be held freely for ever of the chief lords of the fee by the customary services.

Clause of Warranty.

Sealed by grantors and with the mayor's seal for greater security.

Witnesses: Henry Holewey, mayor, John Cosyn and Thomas Armorer, bailiffs, John Benet, steward, Richard Bradewey, Roger Claydon,[3] and others.

Dated November 24th, 6 Henry IV.[4]

Confirmed by Agnes Chapman separately and enrolment sought.

Seisin delivered.[5]

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1 The names are not repeated in the original.

2 Tuesday, December 2nd, 1404.

3 *Roger Claydon*, burgess (*Hist. MSS. Com. Report*, XI, Appendix III, p. 72).

4 November 24th, 1404.

5 This clause is again added in a different hand and ink.

Fol. X (2).

[*Summarised Abstract.*]

At a court held before the aforesaid mayor and bailiffs, the Tuesday next before the Feast of St. Valentine the Martyr, the year aforesaid.[1]

John Boteller, burgess of Southampton, laid before the court a deed by which he and his wife Isabella granted to Adam Stakepoll and Robert Wolfrig, clerks, a tenement with a vault beneath it which they had recently bought of Geoffrey Gatton, executor of Simon Martyn, late burgess of Southampton, and which was situated in the Fish Market[2] in the parish of St. Michael, between the tenement recently John Wytegod's on the east and the street which passes by the same tenement to the house lately belonging to Gregory Gerard on the west.[3] And this tenement Simon Martyn bought as a vacant place of William Malmeshull : Adam and Robert and their heirs are to hold the said tenement freely for ever of the chief lords by the customary services.[4]

Sealed by grantors and with the mayor's seal for greater security.

Witnesses : Officers as in Fol. X, Nicholas Langestoke, Walter Lange, William Overey, William Raveneston, Richard Pafford, Roger Claydon, Hugo Manston, and others.

Dated at Southampton, the Monday before St. Valentine's day, 6 Henry IV.[5]

Isabella confirms the deed and petitions for enrolment.

Seisin delivered.[6]

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1 Tuesday, February 10th, 1405.

2 "In foro piscatoris." The Fish Market was in St. Michael's Square. The present phrase distinctly suggests a market place—an open piece of ground surrounded by buildings ; but part at least of the Fish Market was covered in, as in 1457 a building above the market was let as a cloth house for 20/- a year (Davies, ***Hist. of Southampton***, p. 126).

3 "Vicum qui jacet," etc. According to the Terrier of 1455 Postern Lane led from the Fish Market.

4 The clause of warranty is omitted.

5 Monday, February 9th, 1405.

6 The livery of seisin is recorded in a different hand.

[*Summarised.*]

Fol. X B. On the same date and before the same court as Fol. X (2).

Agnes the wife of Thomas Atte Merssh, burgess, laid before the court a deed whereby Thomas Atte Merssh and Agnes granted to John Barflet, burgess, a tenement situated in the parish of St. Michael, on the west side of French Street, between a tenement lately John Flete's on the north and a vacant place recently John Fysmark's[1] on the south. To be held of the chief lord of the fee by the customary services.

Clause of Warranty.

Sealed by grantors and with the mayor's seal for greater safety.

Witnesses: Officers as in Fol. X, Hugo Manston, Richard Pafford and others.

Dated 14th January, 6 Henry IV.[2]

Accepted by Agnes and enrolment sought.

Seisin granted.[3]

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1 There are at least three John Fyssmarks to be discovered in the Southampton Records: John Fyssmark who was Parliamentary burgess in 1347-8 and 1350-1 (Davies, *Hist. of Southampton*, p. 201) and the two John Fyssmarks, father and son, who made a grant of land in 1439 (Fol. xlix). The present John Fyssmark may possibly be a fourth of the name, in which case he is probably identical with the John Fyssmark who was echevin in 1380 (*Oak Book*, Vol. II, p. 130), and to whom his brother released various lands and shops in 1376-7 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 70).

2 1405.

3 Livery of seisin is recorded in a different ink.

[*Abstract.*]

Fol. XI B. At a court held at Southampton before William Overey, mayor, John Cosyn and Thomas Armorer, bailiffs, the Tuesday next after the feast of St. Dionisius the Martyr, 8 Henry IV.[1]

John Danneburgh, burgess, and Agnes his wife granted to Richard Spencer, citizen and merchant of the City of Salisbury, their tenement, with two shops and an adjacent garden, in the parish of Holy Rood, in Southampton, on the east side of English Street, between a tenement of the Prior of Berton[2] on the south and one belonging to John Lymborne on the north, and stretching from English Street eastward to the town wall. The aforesaid Richard and his heirs to hold the said tenement of the chief lords of the fee for ever by the services thence due.

Clause of warranty.

Sealed with seal of grantors and with mayor's seal, "because our seal is unknown to many, and for greater safety."[3]

Witnesses: William Overey, mayor, Thomas Midlyngton, William Raveneston, Henry Holewey, and Richard Bradewey, aldermen, John Cosyn and Thomas Armorer, bailiffs, William Wygant, steward, Nicholas Langestoke, Thomas Wellys, Walter Lange, John Lymborne, William Nicholl, Richard Jacob, William Dart,[4] and others.

Dated at Southampton October 2nd, 8 Henry IV.[5]

Separate acceptance by Agnes and enrolment sought.

Seisin delivered.

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1 Tuesday, October 12th, 1406. In this deed the usual formula declaring the deed to be laid before the court is omitted. The second paragraph begins "Sciant presentes," etc.

2 *Priory of Berton*—an Augustinian house in the Isle of Wight, founded in 1275. It fell into difficulties and was handed over to Winchester College in 1439 (*V. C. H.*, *Hants*, Vol. II, p. 180).

3 "Et quia sigilla nostra pluribus sunt incognita ad maiorem huius rei securitatem faciendam." In this case both the stock reasons for the addition of the official seal are given. This is an unusual variation in the formula.

4 *Will Dart*—appears in the Customs Accounts as an exporter of cloth, rabbit-skins and timber (K. R. Customs a/c, 5-6 Henry IV, 139/7).

5 October 2nd, 1406.

[*Transcribed and Summarised.*]

Fol. XI.

Suthamptona curia ibidem tenta coram Ricardo Bradewey maiore, Johanne Cosyn et Johanne Mascall Ballivis ibidem die Martis in festo Sancte Margarete virginis Anno regni regis Henrici quarti septimo.[1]

Ad hanc curiam venit Alexander Dey, etc., et protulit, etc., quandam cartam feoffamenti, etc. Sciant presentes et futuri quod ego Alexander Dey burgensis ville Suthamptone dedi, etc. Johanni Seldere fabro ville Suthamptone et Cristine uxori eius unum tenementum cum gardino, etc., scituatum, etc., in parochia ecclesie Omnium Sanctorum infra portam borialem in vico Anglico in orientali parte vici inter mesuagium quod quondam fuit placea vacua terre precentoris ecclesie beate Marie[2] quam quidem placeam idem Johannes perquisivit de precentore tenendum ad terminum vite, ex parte australi et schopas Abbatis et conventus de bello loco[3] ex parte boriali. Et extendit se idem tenementum cum gardino et suis pertinenciis a dicto vico ex parte occidentali usque gardinum quondam Johannis Dounton[4] ex parte orientali. Et continet in se idem tenementum duo mesuagia que quondam fuerunt Ricardi Gele Fabri ferrarii ; habendum et tenendum totum predictum tenementum, etc., prefatis Johanni Seldere et Cristine uxori eius, heredibus et assignatis ipsius Johannis imperpetuum de capitali domini feodi illius per redditus et servicia inde debita, etc. Et ego vero predictus Alexander et heredes mei totum predictum tenementum, etc., Johanni Seldere et Cristine uxori eius, etc., contra omnes gentes warantizabimus et defendemus imperpetuum. In cuius rei testimonium sigillum meum presentibus apposui. Et ad maiorem huius rei securitatem faciendam sigillum officii decanatus ville Suthamptone similiter

1 Tuesday, July 20th, 1406.

2 *Precentor of St. Mary's*, *i.e.*, the rector, who was also known as the chanter or warden of the great church of St. Mary's. The name is not found as late as 1527, though it appears in 1460 (J. S. Davies, *Hist. of Southampton*, pp. 333, 336, etc.).

3 *Beaulieu.* The great Abbey of Beaulieu (founded in the reign of King John) had various tenements in Southampton. In 1291 they were valued at £2, according to the taxation of Pope Nicholas; at the Dissolution their annual value was said to have increased to £5 16s. 8d. (Dugdale,

Southampton. Court held there before Richard Bradewey, mayor, John Cosyn and John Mascall, bailiffs there, Tuesday the Feast of St. Margaret the Virgin, 7 Henry IV.

To this court came Alexander Dey, etc., and brought, etc., a certain deed of feoffment, etc. Know all [men], present and to come, that I, Alexander Dey, burgess of the town of Southampton, have given, etc., to John Seldere, smith, of the town of Southampton, and Cristina his wife, a tenement with a garden, etc., situated, etc., in the parish of the church of All Saints within the north gate, in English Street, on the east side of the street, between the messuage which was formerly a vacant plot of land of the Precentor of the church of St. Mary (and this plot the same John purchased from the Precentor to hold for the term of his life) on the south side and the shops of the Abbot and Convent of Beaulieu on the north side. And the same tenements with a garden and its appurtenances extends from the said street on the west side to the garden formerly belonging to John Dounton on the east side. And the same tenement contains two messuages which formerly belonged to Richard Gele, an ironsmith: to have and to hold all the aforesaid tenement, etc., to the aforesaid John Seldere and Cristina his wife, the heirs and assigns of the same John for ever from the chief lord of that fee, for the rent and services thence due, etc. And I, indeed, the aforesaid Alexander and my heirs will warrant and defend all the aforesaid tenement, etc., to the said John Seldere and Cristina his wife, etc., against all men for ever. In witness whereof I have affixed my seal to these presents, and for greater safety I have caused the seal of the deanery of the town of Southampton to

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Monasticon, Vol. V, p. 680-3). The Terrier of 1455 shows Beaulieu as holding four tenements, two cottages, and several bakehouses, beside the Wool House in Rochelle Lane. In the reign of Henry VII the monastery seems also to have possessed Bugle Hall (Speed's *Hist. of Southampton*—E. R. Aubrey ed.—p. 122). The monastery also claimed a tun of red wine yearly from the prisage of wines at Southampton (J. S. Davies, *Hist. of Southampton*, p. 220).

[4] *John Dounton*, weaver, possessed a tenement and curtilage in East Street, granted by the town (*Hist. MSS. Com. Report*, XI, Appendix III, p. 70).

Fol. XI (*continued*).

hiis apponi[1] procuravi. Hiis testibus Thoma Midlyngton tunc maiore Johanne Benet et Johanne Cosyn tunc Ballivis Ricardo Bradewey tunc Seneschallo ville predicte Johanne Chamberlayn,[2] Johanne Notebem, Johanne Denie, Johanne Bole, Johanne Borard et aliis. Data Suthampton octavo die mensis Julii Anno regni Regis Henrici quarti post conquestum Anglie quinto.[3] Qua quidem carta publice lecta, etc., et Agnes uxor prefati Alexandri pro dote sua[4] per se sola examinata et jurata coram prefatis maiore et Ballivis in plena curia predicta secundum consuetudinem ville predicte pure sponte et absolute fatetur se disclamare remittere et relaxasse pro se inperpetuum totum jus suum et clameum quod habere potest in tenemento et gardino cum suis pertinentiis ratione dotis sive alterius cuiuscumque tituli, juris vel clamei, etc.

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1 This is almost a solitary instance in the Black Book of the use of the dean's seal in the case of a document other than a will. Mr. Davies, however, states that this use of the dean's seal was frequent (Davies, *Hist. of Southampton*, p. 333).

2 *John Chamberlayn.* Chamberlayn was a common Southampton name. In 1422 John Chaumberleyn received an assignment of 6d. a day out of the customs of Southampton (*Pat. Rolls Cal.*, p. 9). Grants by and to John Chamberleyn, burgess, and his wife Joan, appear in the Southampton documents (*Hist. MSS. Com. Report*, XI, Appendix III, pp. 83 and 84). A certain John Chamberleyn also appears in 1429-30. He was a carpenter, and received £30 and twenty pence for timber and for work on the Bargate (*ib.*, p. 135); but the identity of these two John Chamberleyns seems uncertain.

be likewise affixed thereto. These being witnesses, Thomas Midlyngton, then mayor, John Benet and John Cosyn, then bailiffs, Richard Bradewey, then steward of the aforesaid town, John Chamberlayn, John Notebem, John Denie, John Bole, John Borard, and others. Dated at Southampton, the eighth day of the month of July, in the fifth year of King Henry the Fourth after the Conquest of England. And this deed being publicly read, etc., and Agnes the wife of the aforesaid Alexander having been examined and sworn alone on account of her dower, before the aforesaid mayor and bailiffs in the aforesaid full court, according to the custom of the aforesaid town, she says plainly, freely and distinctly that she disclaims, remits and releases for ever all right and claim which she can have in the tenement and garden with its appurtenances, by reason of her dower or of any other title, right or claim whatsoever, etc.

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3 July 8th, 1404.

4 "Pro sua dote." This is the only deed in the Black Book in which the wife disclaims right on account of dower; and it is noticeable that she has had no share in the making of the grant. It may be inferred that in the other cases mentioned the husband and wife were joint owners, either by purchasing the land jointly, or by the wife's inheritance, whereas in the present case the wife's claim was presumably only the general claim to dower from her husband's lands, which in various modified forms was general throughout the country. Many towns—such as Northampton and Nottingham—had rules whereby widows were unable to claim dower from lands alienated by their husbands for their joint benefit (M. Bateson, *Borough Customs*, Vol. II, pp. 103-5).

Fol. XI B (2).

[1]Henricus dei gratia Rex Anglie Dux Normannie Aquitannie comes Andegavie Justiciariis vicecomitibus omnibus ministris suis totius Anglie salutem. Sciatis me concessisse hominibus de Andewra ut habeant gildeam mercatorum in Andewra quod sint quieti de thelonio passagio consuetudine totam terram meam[2] sicut Burgenses Wintonienses qui sunt de gilda mercatorum sunt quieti.[3] Et super hoc nullus eos disturbet iniuste pro consuetudine super x. libras forisfacture. Testibus Willielmo filio Audel Dapifero, Johanne de Solmes, Seihero de Qunei,[4] Radulpho filio Stephani, Willielmo de Bendeng[5] apud Wyntoniam.

Fol. XI B (3).

Ricardus dei gratia Rex Anglie Dux Normanniae Aquitannie Comes Andegavie, Justiciariis, Vicecomitibus et omnibus Ballivis ministris suis totius Anglie, salutem. Noverit universitas vestra nos concessisse hominibus de Andeura ut ipsi habeant Gildam mercatorum in Andeura. Et quod sint quieti de theloneo pasagio et consuetudine per totam terram nostram sicut Burgenses Wintoniensis qui sunt de Gilda mercatorum sunt quieti. Et super hoc nullus eos disturbet pro consuetudine super decem libras forisfacture sicut dominus Henricus Rex pater noster eis concessit carta sua confirmavit. Testibus hiis Henrico Cantuariensi Archiepiscopo,[6] Willielmo Marescallo,[7] Galfrido filio Petri,[8] Willielmo de Sancte Marie ecclesia,[9] Hugone Bard,[10] Willielmo Bruwer.[11] Data per manum Willielmi Elensis Episcopi,[12] Cancellarii nostri apud Portesmuth, Anno quinto Regni nostri xxix die Aprillis.[13]

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1 This is apparently the only copy extant of this early Andover charter. The date of its enrolment in the Black Book was probably somewhere near the middle of the fifteenth century, as the hand in which it is inscribed appears to be somewhat later than that in which the preceding and succeeding pages are written. Possibly its entry may be due to the fact that Andover appears to have fallen into a state of poverty in the early fifteenth century, and its citizens, therefore, were anxious to maintain all the liberties they possessed. There seems to have been some earlier dispute about the matter, as in the *Oak Book* there is a fourteenth century list of boroughs claiming freedom of toll about which inquiry is to be made, and this list includes Andover (*Oak Book*, Vol. I, pp. ix and 21). The date of the charter itself was probably 1175. It was certainly granted before 1175-6, when the men of Andover paid ten marks for their guild (*V. C. H., Hants*, Vol. IV, p. 346); and Henry II appears to have been at Winchester in November, 1175 (*Roger de Hoveden*, Rolls Series, II, p. 85).

2 *Sic.* "Per" is presumably omitted before "totam terram meam."

3 The Winchester charter was granted in 1112. It gave freedom from toll, duty, tax, custom, carriage, etc.

4 *Sic.* Probably a mistake for Saer de Quency, senior, the uncle of the Saer de Quency, junior, the first Earl of Winchester. The nephew supported the young king, whereas the uncle adhered to Henry II. Hence the uncle is more likely to witness a charter granted by Henry II (*Dic. Nat. Biog.*).

Henry, by the Grace of God King of England, Duke of Normandy and Aquitaine, Count of Anjou, to his justiciars, sheriffs, and all his servants in the whole of England, greeting. Know that I have granted to the men of Andover that they have a guild of merchants in Andover and that they may be quit of toll, passage and custom throughout my whole realm as the burgesses of Winchester who are of the merchant guild are quit. And, moreover, none shall disturb them for custom unjustly on pain of a fine of ten pounds. Witnesses, William fitz Audeley, steward, John de Solmes, Seiher de Quinci, Ralph Fitz-Stephens, William de Bendeng, at Winchester.

Richard, by the Grace of God King of England, Duke of Normandy and Aquitaine, Count of Anjou, to justiciars, sheriffs, and all his bailiffs and servants in the whole of England, greeting. Let all the world know that we have granted to the men of Andover that they may have a guild of merchants in Andover, and that they may be quit of toll, passage and custom throughout our whole realm, as the Winchester burgesses who are of the merchant guild are quit. And, moreover, let none disturb them for custom on pain of a forfeiture of ten pounds, as the lord King Henry, our father, granted to them and confirmed by his charter. These being witnesses, Henry, Archbishop of Canterbury, William Marshal, Geoffrey fitz Peter, William de Sainte Mère Eglise, Hugh Bard, William Bruwer. Given under the hand of William, Bishop of Ely, our Chancellor, at Portsmouth, on the 29th of April, in the fifth year of our reign.

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5 *William de Bendeng*—presumably William de Bendings, justice under Henry II.

6 *Henry, Archbishop of Canterbury.* "Henry" is probably a scribe's mistake for "Hubert." Hubert Walter became Archbishop of Canterbury in 1193 and also justiciar; d. 1205 (*Dic. Nat. Biog.*).

7 *William Marescall, i.e.*, William Marshal, first Earl of Pembroke. He accompanied Richard to Normandy in 1194 (*Dic. Nat. Biog.*).

8 *Geoffrey fitz Peter*, Earl of Essex, justiciar 1198; d. 1213 (*Dic. Nat. Biog.*).

9 *Willielmo de Sancte Marie ecclesia, i.e.*, William de Sainte Mère Eglise. At this time prebendary of Lincoln and justiciar. Bishop of London 1198; d. 1224 (*Dic. Nat. Biog.*).

10 *Hugone Bard*, query Hugh Bardolf. The latter had been associated with Longchamp as justiciar in 1189; d. 1203 (*Dic. Nat. Biog.*).

11 *William Bruwer.* One of the four justices left in charge of the kingdom by Richard I; d. 1226 (*Dic. Nat. Biog.*).

12 *William, Bishop of Ely.* William Longchamp, Bishop of Ely, chancellor and justiciar 1189; d. 1197 (*Dic. Nat. Biog.*).

13 April 29th, 1194, *i.e.*, a few days before Richard sailed for Normandy.

[*Summarised.*]

Fol. XII. Court held at Southampton before the aforesaid mayor and bailiffs, on the Tuesday before the Feast of St. Denys the Martyr, 8 Henry IV.[1]

Thomas Mannyng and Katerina his wife laid before the court a deed whereby they granted to Sir Gilbert Harryye, chaplain, a tenement, with garden adjacent, situated in the parish of Holy Rood, on the east side of English Street, between a tenement of Thomas Wellys, formerly belonging to John Polymond, on the north and a tenement of John Curtenay on the south; and the said tenement is a hundred and forty-two standard feet in length from the eastward and fifteen and a half feet in breadth on the front and thirteen and three-quarters feet at the back; the said Gilbert and his heirs to hold the aforesaid tenement for ever of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal, "because our seals are unknown to many."

Witnesses: Richard Bradewey, mayor, John Cosyn and John Maschall, bailiffs, Thomas Midlyngton, William Overay, William Raveneston, and Henry Holewey, aldermen, Richard Pafford, steward, Nicholas Langestoke, Walter Lange, Thomas Wellys, and many others.

Dated at Southampton the Sunday before St. Matthew, Apostle and Evangelist, 7 Henry IV.[2]

Katerina agrees to the grant and seeks its enrolment.

Seisin given.

1 Tuesday, October 5th, 1406.

2 Sunday, September 19th, 1406.

[*Summarised.*]

Fol. XII B. Southampton. Court held before William Overey, mayor, John Cosyn and Thomas Armorer, bailiffs, the Tuesday after the Feast of St. Matthew the Apostle, 8 Henry IV.[1]

Joan,[2] the wife of Hugh Manton, of Southampton, laid before the court a deed whereby she and Hugh Manton granted to John Barflet, burgess, a tenement situated in the parish of St. Michael, on the west side of French Street, between a street called Symenelestrete on the north and a tenement, late William Malmeshulle's, on the south; and the same tenement stretches westward from French Street to the vacant place called Mosehole.[3] Further, they granted to John Barflet another tenement on the south side of Symenelestrete between the Mosehole on the east and a tenement belonging to John Hachard, otherwise Tanner, on the west; John Barflete and his heirs to hold the said tenements for ever of the chief lords of those fees by the services thence due.

Clause of warranty.

Sealed by grantors.[4]

Witnesses: William Overey, mayor, John Cosyn and Thomas Armorer, bailiffs, William Wygant, steward, Thomas Midlyngton, Walter Lange, John Pynkeston, William Tangele, and others.

Dated at Southampton 27th of February, 8 Henry IV.[5]

Accepted by Joan and enrolment sought.

Seisin given.

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1 Tuesday, September 27th, 1407.

2 The appearance of a woman alone laying before the court a deed made jointly by herself and her husband is noteworthy. It is possible that she was acting as proxy or attorney for her husband, though no statement to that effect appears in the manuscript. In the thirteenth century women were competent to act as attorneys for their husbands (Pollock and Maitland, *Hist. of English Law*, Vol. II, p. 408).

3 *Mosehole*, or Mousehole, as it is called elsewhere, occurs several times in the Black Book, but mentions of it in other records seem rare. It does not occur in the Terrier of 1455.

4 This deed is *not* said to be sealed with the seal of the mayoralty.

5 February 27th, 1407.

Fol. XII B (2).

[1]Noverint universi per presentes me Ricardum Hausford mercatorem de Bristollia remisisse relaxasse et omnino pro me heredibus et executoribus meis imperpetuum quietum clamasse Petro de Pyras[2] burgensi ville Suthamptone omnimodas actiones reales et personales querelas et demandas quas versus eundem Petrum habui habeo seu quovismodo in futurum habere potero ab initio mundi usque in diem confectionis presentium. In cuius rei testimonium huic presenti scripto sigillum meum apposui. Hiis testibus Ricardo Bradewey, Johanne Penkeston, Henrico Manton, et multis aliis. Data apud Suthamptonam tercio die mensis Marcii Anno regni regis Henrici quarti post conquestum Anglie octavo.[3]

Fol. XIII. [4]Suthamptona. Congregacio facta sive assemblement burgensium tenta ibidem coram Willielmo Overey tunc ibidem maiore, Willielmo Ravenston, Ricardo Bradewey et Henrico Holewey aldremannis, Johanne Beneyt, Willielmo Nicholl et Thoma Welles de probioribus hominibus[5] ville Suthamptone, Johanne Cosyn et Thoma Armorer Ballivis, die martis in vigilia concepcionis beate Marie virginis Anno regni regis Henrici quarti octavo.[6]

Ad hanc congregacionem sive assemblement Johannes Renaud,[7] Radulphus Taylour[8] burgenses et Cissores ville Suthamptone aliique Cissores eiusdem ville protulerunt hic in curia

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1 This very complete acquittance of all claims is the only one enrolled in the Black Book,

2 *Peter de Pyras* appears to have been a fairly wealthy man. He owned nearly a dozen tenements and cottages, besides renting a tenement from the town at £1 a year—a fairly high rent (Terrier, 1455; Steward's Book, 1441). He was possibly a merchant, as his name appears among the exporters of corn (K. R. Customs a/c, 5 Henry IV, 139/7).

3 March 3rd, 1407.

4 This deed is one of the few trade ordinances in the Black Book. It should be noted that the question is laid before a "meeting or assembly," *not* simply before the mayor and aldermen (see Introduction).

5 "Probioribus hominibus." The "probi homines," or "prodeshommes," were said in the Oak Book Ordinances to be the discreet and honest persons elected by the community from among whom the bailiffs were chosen (*Oak Book*, Vol. I, p. xxv and Ord. 32). In the fifteenth century, however,

Know all men by these presents that I, Richard Hausford, merchant, of Bristol, have remitted, released, and have altogether quit-claimed for myself and my heirs and executors for ever to Peter de Pyras, burgess of the town of Southampton, every kind of actions, real and personal, plaints and applications which I had, have, or in any way in the future can have, from the beginning of the world to the day of the completion of these presents, against the same Peter. In witness thereof I have affixed my seal to this present writing. The witnesses being Richard Bradewey, John Penkeston, Henry Manton, and many others. Given at Southampton the third day of the month of March, 8 Henry IV.

Southampton. A meeting called or assembly of the burgesses held there before William Overey, then mayor there, William Ravenston, Richard Bradewey, and Henry Holewey, aldermen, John Beneyt, William Nicholl, and Thomas Welles, of "the better men" of the town of Southampton, John Cosyn and Thomas Armorer, bailiffs, on Tuesday, the eve of the Conception of the Blessed Mary the Virgin, in the eighth year of the reign of King Henry IV.

At this meeting or assembly John Renaud, Ralph Taylour, burgesses and tailors of the town of Southampton, and other tailors of the same town, produced here in court before the said

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they were said to be chosen by the mayor and community yearly to act as justices of the peace (Davies, *Hist. of Southampton*, p. 238; H. W. Gidden, *Charters of Southampton*, Vol. I, pp. 48-9).

6 Tuesday, December 7th, 1406.

7 *John Renaud*, bailiff 1412, mayor 1415. He left a bequest to St. Mary's Church in 1422 of 20/- for the upkeep of the fabric of the church, besides a penny for bread for each poor man attending his funeral, and other similar bequests (Davies, *Hist. of Southampton*, pp. 173 and 364). The Terrier of 1455 shows that he held various tenements in Southampton besides the mansion of Bole Hall; whence it may be inferred that the rivalry of the foreign tailors had not seriously impoverished him.

8 *Ralph Taylour.* Taylour was perhaps the son of the Ralph Taylor who was Parliamentary burgess in 1368 (Davies, *Hist. of Southampton*, p. 201), and one of the signatories to the agreement with Winchester about St. Giles' Fair (*Hist. MSS. Com. Report*, XI, Appendix III, p. 66). If the present Taylor is identical with the Parliamentary burgess, he must have reached a considerable age. The Parliamentary burgess is presumably the same as the Ralph Taylor who joined with other Southampton men in forestalling £200 worth of wine (*Pat. Rolls Cal.*, 1378, p. 79).

Fol. XIII (*continued*).

prefatis maiori, aldremannis probis hominibus et aliis burgensibus ville predicte quandam peticionem sive billam cuius tenor sequitur in hec verba.

As treshonorables et tresgraciouses seigneurs, lez maire, Aldremans, prodeshomes et autres bones burges de la ville de Suthamptone, supplient humblement lez poveres mestres artificiers del mestier dez Taillours[1] de mesme la ville, que come memes les artificiers de jour en autre toutfoitz ount estee et sont contributeres per lour symple poair a lez graundes charges, taxes et veigleis qount curruz et unqore curront continuelment en la dite ville sur laid, reparacioun et defence dicelle, et nont dount vivere ne mayntener lour symple estat synon par lez commoditez et profitz que surdent deloccupation et science de mesme le mestier, lez queux lour plus graundz commoditez et profitz a maynteigner et susteigner lours povres estatz et contribucions avauntditz soloient surdre dez gentz aliens viegnauntz en le poort de dite ville, come in carraqes, Galeys et Niefs despaigne, portugale, dalmaigne, Flaundrez, Selond, prus et autres qui a lour arrivaille illeoques soloient pour lour user feare tailler lour draps par lez Taillours de mesme la ville et ore tard en diverses Carrakes, Galeys et Niefs dez gents aliens ount venuz Taillours de diverses nations et soudiers en icellez per diverses foitz, qen lester et demoeure de tiels carrakes, Galeis et Niefs deinz mesme le poort ount si largement et fraunchement saunz impeticion ou fyn fait a la ville taillez robes, jopons et autres garnementz as plusiours sibien asprivez come estraungez; et ausi bien deinz mesme la ville en diverses Shopes come en Carrakes, Galeis et niefs esteauntz deinz la dite poort, si avaunt come le plus frank Taillour burgeis dicell ville, et toutfoitz a lour venue estree et demoeure illeoqes, taillent continuelment a graunde damage, destruction et empoverissement de lez ditz mestres artificiers et dez touz autres de dit mestier a touz jours si remedie ne soit ent par vous en ceste assemble ordeignes. Please a votre tres-

[1] *The craft of Tailors.* This petition plainly shows the existence of an organised Guild of Tailors in Southampton, with masters and officials capable of levying money and applying it for the common benefit of the craft; but it also shows that the same guild was definitely subordinate to the municipality and derived its powers from the grant of the town authorities. Such a state of things

mayor, aldermen, discreet men and other burgesses of the said town, a certain petition or bill, of which the substance follows in these words.

To the very honourable and very gracious lords, the mayor, aldermen, discreet men and other good burgesses of the town of Southampton, humbly beseech the poor master craftsmen of the craft of the tailors of the same town, that whereas the same craftsmen from day to day have always been and are contributory by their simple ability to the great charges, taxes, and imposts which have run and now run continually in the said town for the aid, repair, and defence of that town, and they have not the wherewithal to live nor to maintain their simple estate except by the commodities and profits which arise from the occupation and science of the same craft; and the greatest commodities and profits wherewith they maintain and sustain their poor estates and contributions aforesaid were wont to arise from the alien folk coming into the port of the said town in carracks, galleys, ships of Spain, Portugal, Germany, Flanders, Zealand, Prussia, and others, who at their arrival there were wont for their use to have their cloths cut out by the tailors of the same town, and now later in diverse carracks, galleys, and ships of foreign nations have come tailors of diverse races and journeymen therein at different times, who during the presence and tarrying of such carracks, galleys, and ships in the same port have so largely and freely, without impeachment or fine made at the town, cut out gowns, petticoats, and other garments for several persons, both citizens and strangers; and as well within the same town in diverse shops as in carracks, galleys, and vessels within the said port to as great an extent as the freest tailor burgess of that town; and always at their coming, remaining, and dwelling there, they cut continually to the great damage, destruction, and impoverishment of the said master craftsmen and of all others of the said craft, always, unless a remedy is ordained therefor by you in this assembly. May it please your very wise discretion, by the

was, of course, fairly common at this time; the tailors of Northampton, for instance, are said to have derived all their authority from the town grant (Cunningham, *Growth of Industry and Commerce*, Vol. I, p. 340).

Fol. XIII (*continued*).

sage discreccion par aduys de voz Aldremans, prodeshommes, et autres voz avauntditz bonez burgeis ordeigner et establier en icest present assemblee que nulle aliene Taillour ne soudier Taillour Engleis ne autre veignauntz en carrake, Galeye ou Niefs dez aliens priegne ne tiegne Shope, meson ne chambre deinz mesme la ville por tailler, ne deinz la ffraunchise dicelle taille robes, jepons ne autre garnementz a qi que soient devaunt que tiell Taillour aliene ou soudier Taillour ad fait fyn et gree oue lez mestres de mesme le mestier por le temps esteauntz sur pegne denprisonement, et ceo le primer foitz que soit trove trespassaunt encountre ceste ordynaunce et le seconde foitz dencorger la peyne de c s. a lever par le comaundement de vous ou del mair pour le temps esteauntz par lez ministres de dite ville; cest assavoir lune moite a la profite de dite ville et lautre moite a lordinaunce et disposicion de lez avauntditz mestres. Et issint sitaunt defoitz come cely trespasse c s. destre leve et coille come est avauntdit. Et auxi que nulle Taillour estraunge veignaunt sodeynement de tailler en mesme la ville ne tiegne shope ne chambre ne tailler draps saunz conge del maire et dez mestres del dit mestier, et[1] tanque il ad feit fyn soloun lour discrecions aleuer en manere suis dit. Et que chescune fyn que serra feat par ascun tiell Taillour a lez mestres du dit mestier pour tiele cause soit leve par lez avauntditz ministres de la ville suisdite a tielle entent que lune moite serra al oeps de la dite ville et lautre moite a la disposicion et ordynaunce de lez avauntditz mestres de dit mestier purveu tout foitz qen graundez fflotes dez carrakes, Galeys et Niefs veignauntz aveners ou affairs[2] en lavauntditz port del amyste notre seigneur le Roy touz manere dez Taillours de quele condicion qils soient duraunt lour voiage en icell porrount fraunchement feare lour profit et lour mestier de tailler et costurer toutz maners dez draps et qiconque garnementz en mesme la ville et deinz le fraunchise di celle aqi que soient savaunt ent des draps einsi a taillier lez droitez notre seigneur le Roy. Qua quidem peticione sive billa lecta audita et plenarie intellecta prefatus maior per assensum et consensum predictorum Aldremannorum probiorum hominum ballivorum et aliorum burgensium ville predicte in presenti congregacione existentium considerans peticionem billam sive

[1] *Sic.*

[2] "Aveners ou affairs." *Sic.* The phrase is obscure.

advice of your aldermen, discreet men, and others, your aforesaid good burgesses, to ordain and establish in this present assembly that no alien tailor nor English journeyman tailor nor any other coming in carrack, galley, or ship belonging to aliens may take nor keep a shop, house, or chamber within the same town for their business, nor within the franchise may cut out gowns, petticoats, nor other garments for any one before such a foreign tailor or journeyman tailor has made fine and agreement with the masters of the same craft for the time being upon pain of imprisonment, and that for the first time that he is found trespassing against this ordinance, and the second time [he is] to incur the penalty of a hundred shillings, to be levied by your command or that of the mayor for the time being [and] by the officers of the said town; to wit, the one half to the profit of the same town and the other half at the command and disposal of the aforesaid masters. And henceforward as many times as he trepasses a hundred shillings is to be levied and collected as aforesaid. And also no foreign tailor coming suddenly to work in the same town shall have a shop nor chamber nor cut out cloths without leave of the mayor and of the masters of the said craft, and until he has made fine to be raised according to their discretions in the manner abovesaid. And that each fine that shall be made by any such tailor to the masters of the said craft for any such cause may be raised by the aforesaid officers of the town abovesaid to such an intent that the one half shall be for the use of the said town and the other half at the disposition and command of the aforesaid masters of the said craft, provided always that all manner of tailors of whatsoever condition they may be in great fleets of carracks, galleys, and ships coming in future in the aforesaid port on business of friendship with our lord the king, shall be able during their voyage therein freely to make their profit and to pursue their craft of cutting and sewing all manner of cloths and all garments whatever in the same town and within the franchise thereof for anyone whomsoever, saving therefrom in the cloths thus cut the rights of our lord the king. And this petition or bill being read, heard, and fully understood, the aforesaid mayor, by the assent and agreement of the aforesaid aldermen, wise men, bailiffs, and other burgesses of the aforesaid town, present

Fol. XIII (*continued*).

supplicacionem predictam fore honestam et racionabilem quantum in ipso est concedit pro se et successoribus suis maioribus
Fol. XIII B. ville predicte quod predicti cissores magistri artis cissorum ville predicte et successores sui eiusdem artis magistri pro tempore existentes habeant et gaudeant libertates et fraunchesias in predicta peticione sive billa specificatas imperpetuum. Et pro ista concessione predicti cissores dederunt prefatis maiori et communitati ville predicte centum solidos sterlyngorum, etc.

Memorandum.[1] Provided alway that from the xi day of Octobre A° xv° Regis Henrici vii[2] no man burgeis nor comyner take jurneyman nother prentise to taillors crafte but if he be borne under the kynge our sovereyn lords obeysaunce uppon payn of lesyng his fredom that so offendeth in the said crafte except armye rialles[3] galeys et carraks as above within this writyng is provided. And also that no straunger not borne under our said sovereyn lords obeysaunce sett uppe his shopp of taillors crafte for no manor some[4]: then beyng meyre [5]Peter Spryng, and in the presence of the same meyre, John Dawtrey, Thomas Overay, then Capteyn of Jersey, Vincent They, John Walssh, Thomas Dymok, Robert Bisshop, Robert Wright, Miles Broun, and others.

1 This Memorandum is written in a different ink and in a later hand, in the form of a note in the margin at the bottom of Fol. xiii; while the original document, dated in 1406, continues from Fol. xiii to Fol. xiii b.

2 October 11th, 1499.

in the present meeting, holding the petition or bill or supplication aforesaid to be honest and reasonable, as far as in him lies, grants for himself and his successors, the mayors of the town aforesaid, that the aforesaid tailors, masters of the craft of tailors of the aforesaid town and their successors, masters of the same craft, for the time being, may have and enjoy the liberties and franchises specified in the aforesaid petition or bill for ever. And for this grant the aforesaid tailors have given to the aforesaid mayor and corporation of the aforesaid town a hundred shillings sterling, etc.

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[3] "Armye rialles." Query, does this mean "armed king's ships," or is it a corruption of "amirailles," *i.e.*, admirals or large ships?

[4] *i.e.*, for no payment of any kind.

[5] For notes on these burgesses, etc., see *Black Book*, Vol. II.

Fol. XIII B.

[*Summarised and Translated*].

Court held before Walter Lange, mayor, William Nicholl and Thomas Armorer, bailiffs, the Tuesday after the Feast of St. Barnabas the Apostle, 9 Henry IV.[1]

Alicia, wife of John Phyppe, burgess of Southampton, in her own person, laid before the court a deed by which John Phyppe and Alicia his wife granted to Sir Robert Wolfryg, chaplain, a tenement in the parish of St. Michael on the east side of French Street, between a tenement formerly William Malmeshull's, now belonging to the mayor and corporation,[2] on the south and a certain vacant place belonging to the Priory of St. Denys on the north, and a tenement belonging to Henry Holewey on the east; the aforesaid Robert and his heirs to hold the said tenement for ever of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with the seal of the mayoralty for greater security.

Witnesses: Walter Lange, mayor, Thomas Midlyngton, William Overey, Richard Bradewey, and Henry Holewey, aldermen, William Nicholl and Thomas Armorer, bailiffs, John Renaud, steward, John Beneyt, Richard Pafford, William Tangley, John Maschall, John Pryour, and many others.

Dated at Southampton on the Feast of St. Barnabas the Apostle, 9 Henry IV.[3]

Confirmed by Alicia and enrolment sought.

Seisin granted.

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1 Tuesday, June 12th, 1408.

2 The word thus translated is "communitas." This entry is interesting, as the formal right to hold lands was only granted to the town in 1415 (H. W. Gidden, *Charters of Southampton*, Vol. I, pp. xiii and 38). This suggests that, as was the case with other points in the charters, the grant merely implies the legalisation of an existing practice.

3 Monday, June 11th, 1408.

Fol. XIII B (2).

[*Transcribed and Summarised.*]

Suthamptona. Curia domini Regis[1] ibidem tenta coram Johanne Beneyt maiore, Johanne Maschall et Thome Armorer ibidem Ballivis vicesimo primo die Januarii regni regis Henrici quarti undecimo.[2]

Ad hanc curiam venerunt Thomas Midlyngton et Johanna uxor eius in propriis personis suis et protulerunt, etc., quandam cartam feoffamenti cuius quidem carte tenor sequitur, etc. Noverint[3] universi me Thomam Midlyngton Burgensem ville Suthamptone et Johannam uxorem meam, etc., vendidisse, etc., Johanni Estwell[4] Burgensi ville predicte duas stagias[5] nostras situatas in villa predicta in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte eiusdem vici inter tenementum Johannis Manton et nuper ante Henrici Manton ex parte boriali et tenementum Thome Coke et Alicie uxoris eius et nuper ante Ricardi Coppe ex parte australi; que quidem due stagia quondam fuerunt quatuor stagie, et quasquidem duas stagias cum suis pertinenciis nos prefati Thomas et Johanna uxor mea nuper perquisivimus de Ricardo Godefray filio et herede Rogeri Godefray[6] et Petronille uxoris eius, filie et heredis Johannis Bolt, nuper burgensis ville Suthamptone; habendum et tenendum predictas duas stagias, etc., prefato Johanni Estwell, heredibus et assignatis suis, imperpetuum de capitalibus dominis feodorum illorum per servicia inde debita, etc. In cuius rei testimonium nos prefati Thomas Midlyngton et Johanna uxor mea sigilla nostra presentibus apposuimus. Et pro maiori securitate sigillum officii maioratus ville Suthamptone hiis apponi procuravimus. Hiis testibus Johanne Beneyt maiore ville predicte, Willielmo Overay, Henrico Holewey et Ricardo Bradewey aldermannis, Johanne Maschall et Thoma Armorer, Ballivis

1 "Curia domini Regis." This is the first instance in which the court is described as "the king's court"; but I can find nothing in the history of the town at this time to cause the change.

2 January 21st, 1410.

3 "Noverint." This is one of the few instances in the Black Book in which a simple grant begins with this word.

4 *John Estwell*, bailiff in 1422 and 1426. At the former date he, with his fellow bailiff, Benedict Wychford, and the mayor, John Benet, supervised the repair of the town walls near God's House. The account for that year shows that the bailiffs received £100 from the tunnage and poundage in the port. This was mainly expended on materials—timber, ragstone, freestone, lead, chalk, etc.; but

Southampton. Court of the lord king held there before John Beneyt, mayor, John Maschall and Thomas Armorer, bailiffs there, January 21st, 11 Henry IV.

To this court came Thomas Midlyngton and Joan his wife, in their own persons, and brought, etc., a certain deed of feoffment, whereof the substance follows, etc. Know all men that I, Thomas Midlyngton, burgess of the town of Southampton, and Joan my wife, etc., have sold, etc., to John Estwell, burgess of the aforesaid town, our two stalls situated in the town aforesaid, in the parish of the church of Holy Rood, in English Street, on the west side of the same street, between the tenement of John Manton, formerly belonging to Henry Manton, on the north and the tenement of Thomas Coke and Alice his wife, and formerly belonging to Richard Coppe, on the south; and these two stalls were formerly four stalls, and the same two stalls with their appurtenances we, the aforesaid Thomas and Joan my wife, have lately bought from Richard Godefray, son and heir of Roger Godefray and Petronilla his wife, daughter and heiress of John Bolt, late burgess of the town of Southampton, to have and to hold the aforesaid two stalls, etc., to the aforesaid John Estwell, his heirs and assigns for ever from the chief lords of those fees, by the services thence due, etc. In witness whereof we, the aforesaid Thomas Midlyngton and Joan my wife, have affixed our seals to these presents. And for greater safety we have caused the seal of the mayoralty of Southampton to be affixed thereto. These being witnesses, John Beneyt, mayor of the aforesaid town, William Overay, Henry Holewey and Richard Bradewey, aldermen, John Maschall and Thomas Armorer, bailiffs of the

numerous hewers, carpenters, and labourers were paid 4d. a day for varying periods, and two plumbers from Romsey received 60/- (Foreign Accounts, F 9 Henry V F).

5 "Stagia." This word, according to Du Cange, should be translated "dwelling place." In Davies' *History of Southampton* (p. 437) it is, however, translated "stalls." Possibly its real meaning in this instance was that of a vacant place or holding where booths were habitually erected; the fact that the two "stagia" were formerly four suggests the possibility of their being in some way temporary erections.

6 *Roger Godfray* was jurat in the reign of Edward III (*Oak Book*, Vol. II, p. 130). Richard Godfray was a mercer, apparently with a considerable trade, as in 1392-3 he received £40 from a London mercer, to whom he subsequently released a tenement in English Street (*Hist. MSS. Com. Report*, XI, Appendix III, p. 73).

Fol. XIII B (2) (*continued*).

ville predicte, Thoma Belle Seneschallo et Johanne Bye clerico ville[1] predicte et multis aliis. Data vicesimo secundo die Januarii[2] Anno regni regis Henrici quarti post conquestum Anglie undecimo. Qua quidem carta publice in curia lecta, etc., prefataque Johanna per se sola examinata, etc., fatetur cartam predictam esse factum suum, etc. Et petit cartam predictam inbreviari in communi papera secundum formam recognitionis et voluntate sue, secundum consuetudinem, etc.,[3] in plenam exclusionem juris sue heredumque suorum in perpetuum. Et super hoc libera concessa est seisina secundum consuetudinem, etc.[3]

[*Transcribed and Summarised.*]

Fol. XIV. [4]Ad eandem curiam pro maiori securitate prefato Johanni Estwell in carta suprascripta nominato pro duabus stagiis in carta predicta contentis facienda, venerunt prefati Thomas Midlyngton et Johanne uxor eius et petierunt maiorem predictum et Ballivos quandam cartam per quam prefati Thomas et Johanne predictas duas stagias nuper perquisiverunt irrotulari in hec verba. Sciant presentes et futuri quod ego Ricardus Godefrey burgensis ville Suthamptone, filius et heres Rogeri Godefrey et Petronille uxoris eius, filie et heredis Johannis Bolt burgensis dicti ville dedi, etc., Thome Midlyngton burgensi ville predicte et Johanne uxori eius quandam placeam vacuam jacentem in Bovebarrestrete[5] in orientali parte vici inter cotagia prioris et conventus Sancti Dionisii ex utraque parte, continentem in longitudine quatuor viginti et octo pedes, et in latitudine novemdecim pedes regales cum dimidio, una cum quodam Gardino aretro dictam placeam jacente et extendente in longitudine usque campum vocatum hogeslond, et continente

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1 *Town Clerk.* Mention is made of this functionary as early as 1315 (Davies, *Hist. of Southampton*, p. 186). He was elected annually (*Oak Book*, Vol. I, Ord. 32), and in 1457 mention is made of his payment; he was to receive £5 a year and cloth for a gown (Speed's *Hist. of Southampton*, p. 52). There is, curiously, no distinct mention of the office in the Charters till the time of Charles II (H. W. Gidden, *Charters of Southampton*, Vol. I, p. xxiii.).

2 January 22nd, 1410. This is a very curious irregularity, since it would seem as if the deed was executed after it was laid before the court! Possibly the "vicesimo" is a mere mistake of the scribe, and the date should be January 2nd.

said town, Thomas Belle, steward, and John Bye, clerk of the said town, and many others. Dated January 22nd, 11 Henry IV. And this deed being publicly read, etc., in court and the aforesaid Joan examined by herself, etc., declares the said deed to be her own doing, etc. And she desires that the aforesaid deed may be enrolled in the common paper according to the form of the recognizance and by her will, according to custom, etc., to the complete exclusion of her right and that of her heirs for ever. And thereon livery of seisin is granted according to custom, etc.

For greater security to the aforesaid John Estwell named in the above written deed for two stalls contained in the aforesaid deed, the aforesaid Thomas Midlyngton and Joan his wife came to this court and asked the aforesaid mayor and bailiffs that a certain charter by which the aforesaid Thomas and Johanna had lately purchased the aforesaid two stalls be enrolled in these words. Know all men, present and to come, that I, Richard Godefrey, burgess of the town of Southampton, son and heir of Richard Godefrey and Petronilla his wife, daughter and heiress of John Bolt, burgess of the said town, have given, etc., to Thomas Midlyngton, burgess of the town aforesaid, and Joan his wife, a certain vacant plot lying in Bovebarre street, on the east side of the street, between the cottages of the prior and convent of St. Denys on either side, containing in length eighty-eight feet and in breadth nineteen standard feet and a half, with a certain garden lying behind the said vacant plot and extending in length to the field called

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[3] *Sic.*

[4] This deed is of interest as showing that the transactions recorded in the Black Book are probably only a small part of the number of conveyances of land occurring at this period in Southampton. Only when the parties to the bargain were specially anxious to insure the legality of the transaction was the deed in all probability laid before the court.

[5] Still called "Above Bar."

Fol. XIV (*continued*).

in latitudine sexaginta et tresdecim pedes regales. Dedi eciam et concessi Thome et Johanne quandam placeam vacuam jacentem in predicta villa in parochia ecclesie Omnium Sanctorum in vico vocato Estrete infra muros in boriali parte vici inter tenementum Johannis Dounton quod nuper fuit Johannes Malmeshull ex parte orientali et tenementum Arnoldi Yonge quod nuper fuit Thome Saghyer ex parte occidentali. Dedi eciam et concessi predictis Thome et Johanne quandam Skelyngam[1] cum gardino aretro jacente situatam in dicta villa in vico Anglico in occidentale parte vici inter tenementum Ricardi Bradewey quod nuper fuit Johannis Portesmuth ex parte australi, et Skelingam Johannis Barflete et nuper Thome Saghier ex parte boriali. Dedi, etc., predictis Thome et Johanne duodecim denariatos quieti et annui redditus exeuntes annuatim de quodam tenemento nuper Ricardi Coppe situato in vico Anglico in parochia ecclesie Sancte Crucis inter tenementum Angulare Johannis Couke, quod nuper fuit Johannis Polymond et perantea fuit Johannis Nosshelyng ex parte australi, et shopas quas nuper dimisi Johanni Polymond ex parte boriali. Dedi, etc., predictis Thome et Johanne viginti solidatas quieti et annui redditus exeuntes annuatim de duabus schopis et placea vacua adiacente situatis in vico Anglico in parochia Sancte Crucis in occidentali parte vici inter tenementum predictum nuper Ricardi Coppe ex parte australi et tenementum Henrici Manton quod nuper fuit Johannis Polymond ex parte boriali una cum redditu annuatim decem librarum de dictis schopis exeunte vel reversione earumdem schoparum cum placea vacua adiacenti situata in vico Anglico in parochia ecclesie Sancti Laurencii, in occidentali parte vici, inter tenementum Angulare Walteri Reygate ex parte australi, et tenementum Abbatis et Conventus Belli Loci Regis quod tenuit Ricardus Mey ex parte boriali, una cum redditu annuatim centum solidorum de dictis shopis exeunte vel reversione eorumdem shoparum cum placea vacua cum per lapsum dicti termini[2] acciderint. Habendum et tenendum omnia predicta placeas vacuas, skelyngam, redditus, shopas cum gardinis, et aliis

[1] "Skelinga"—apparently a shed or shelter of some kind (Du Cange).

"hogesland," and containing in breadth seventy-three standard feet. I have also given and granted to Thomas and Joan a certain vacant plot lying in the aforesaid town, in the parish of the church of All Saints, in the street called East Street, within the walls on the north side of the street, between the tenement of John Dounton which lately belonged to John Malmeshull on the east side and the tenement of Arnold Yonge which lately belonged to Thomas Saghyer on the west side. I have also given and granted to the aforesaid Thomas and Joan a certain "skelyng" with a garden lying behind, situated in the said town in English Street, on the west side of the street between the tenement of Richard Bradewey which lately belonged to John Portesmuth on the south side and the "skelyng" of John Barflete formerly of Thomas Saghier on the north side. I have given, etc., to the aforesaid Thomas and Joan twelve pennyworths of quit and annual rent arising yearly from a certain tenement formerly belonging to Richard Coppe, situated in English Street, in the parish of the church of Holy Rood, between the corner tenement of John Couke which lately belonged to John Polymond, and before that to John Nosshelyng, on the south side, and the shops which I have lately leased to John Polymond on the north side. I have given, etc., to the aforesaid Thomas and Joan twenty shillings worth of quit and annual rent, issuing yearly from two shops, and a vacant plot adjoining, situated in English Street, in the parish of Holy Rood, on the west side of the street, between the tenement aforesaid of the late Richard Coppe on the south side and the tenement of Henry Manton which lately belonged to John Polymond on the north side, together with the rent yearly of ten pounds arising from the said shops, or the reversion of the same shops, with a vacant plot adjoining, situated in English Street, in the parish of the church of St. Lawrence, on the west side of the street between the corner tenement of Walter Reygate on the south side and the tenement of the Abbot and Convent of Beaulieu which Richard Mey held on the north side, together with the rent of 100 shillings coming yearly from the said shops or the reversion of the same shops, with a vacant plot when they shall fall in through the lapse of the said term. To have and to hold all the aforesaid vacant plots, "skelyng," rents, shops with

[2] No term has been mentioned, but presumably the allusion is to the end of John Polymond's lease.

Fol. XIV (*continued*).

suis pertinenciis ac reversiones cum acciderint, predictis Thome et Johanne heredibus et assignatis ipsius Johanne,[1] etc., de capitalibus dominis feodi illius per servicia inde debita, etc., imperpetuum. Et ego predictus Ricardus Godefrey et heredes mei omnia predicta placeas vacuas, skelyngam, redditus, shopas, etc., ac reversiones, etc., predictis Thome et Johanne, heredibus et assignatis ipsius Johanne contra omnes gentes warantizabimus, etc., imperpetuum. In cuius rei testimonium huic presenti carte mee sigillum meum apposui. Et ad maiorem huius rei securitatem faciendam sigillum maioratus dicte ville huic apponi procuravi. Hiis testibus Johanne Flete tunc maiore dicte ville Suthamptone, Ricardo Bradewey ballivo eiusdem ville, Henrico Holewey Senescallo ibidem, Nicholao Langstoke, Waltero Lange, Johanne Penkeston, Johanne Boteler et multis aliis. Data apud Suthamptonam in festo Sancti Thome Apostoli, anno regni regis Ricardi secundi vicesimo primo[2]: quamquidem cartam bene visam et intellectam et pro maiori securitate transcriptam, prefatus maior sigillo officii sui maioratus ville Suthamptone sigillavit vicesimo secundo die Januarii apud Suthamptonam predictam anno regni regis Henrici quarti post conquestum Anglie undecimo.[3]

[*Transcribed and Summarised.*]

Fol. XIV B. Suthamptona. Curia domini Regis tenta ibidem coram Johanne Beneyt maiore ville predicte, Johanne Maschall et Thoma Armorer ibidem Ballivis die martis proximo post festum Omnium Sanctorum Anno Regni Regis Henrici IV undecimo.[4]

Ad istam curiam venerunt Petrus Peras Burgensis ville Suthamptone et Alicia uxor eius nuper uxor Johannis Bigard Burgensis ville predicte et protulerunt, etc., quandam cartam feoffamenti cuius tenor sequitur, etc. Noverint universi quod cum Johannes Bigard nuper Burgensis ville Suthamptone simul cum aliis diversis tenementis suis in testamento suo legavit quoddam tenementum suum in eadem villa vendi per executores suos, quod que tenementum cum pertinenciis suis situatum est in eadem villa in vico Francisco in parochia

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1 This clause, by which the grant extends to the heirs of the *wife*, not the husband, is of very rare occurrence among the deeds in the Black Book.

2 December 21st, 1397.

gardens adjoining, and other appurtenances of theirs when they shall fall in, to the aforesaid Thomas and Joan, the heirs and assigns of the same Joan, etc., of the chief lords of that fee, by the services thence due, etc., for ever. And I, the aforesaid Richard Godefrey, and my heirs will warrant, etc., for ever all the aforesaid vacant plots, "skelyng," rents, shops, etc., and reversions, etc., to the aforesaid Thomas and Joan, the heirs and assigns of the said Joan against all men. In witness whereof I have affixed my seal to this present deed: and for greater safety I have caused the seal of the mayoralty to be affixed thereto. These being witnesses, John Flete, then mayor of the said town of Southampton, Richard Bradewey, bailiff of the same town, Henry Holewey, steward there, Nicholas Langstoke, Walter Lange, John Penkeston, John Boteler, and many others. Dated at Southampton, on the Feast of St. Thomas the Apostle, 21 Richard II. And this deed being properly seen and understood and transcribed for greater safety, the aforesaid mayor sealed it with the seal of his office of mayoralty of the town of Southampton, on the 22nd day of January, at Southampton aforesaid, in the eleventh year of the reign of King Henry the Fourth after the Conquest.

Southampton. The court of the lord king held there before John Beneyt, mayor of the aforesaid town, John Maschall and Thomas Armorer, bailiffs there, the Tuesday next after the feast of All Saints, 11 Henry IV.

To that court came Peter Peras, burgess of the town of Southampton, and Alicia his wife, late the wife of John Bigard, burgess of the said town, and brought, etc., a certain deed of feoffment, of which the substance follows, etc. Let all men know that when John Bigard, late burgess of Southampton, left in his will, together with divers other tenements, a certain tenement in the same town to be sold by his executors, which tenement, with its appurtenances, is situated in the same town on the east side of French Street, in the parish of St. John, between a certain vacant plot lately belonging to Stephen

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3 January 22nd, 1410.

4 Tuesday, November 5th, 1409.

Fol. XIV B (*continued*).

Ecclesie Sancti Johannis[1] in orientali parte eiusdem vici inter quandam vacuam placeam nuper Stephani Michell postea Roberti Bechesfonte postea Henrici Somes et modo Willielmi Raveneston et Alicie sue[2] ex parte australi et unam vacuam placeam nuper Johannis Spicer quam Johannes Kirkeby[3] modo tenet ex parte boriali et extendit se predictum tenementum, etc., a vico predicto usque ad quoddam gardinum nuper Ricardi atte Marche clerici postea Roberti Plesyngton militis et modo Johannis Bankes, quodquidem gardinum Henricus Cotes modo tenet ex parte orientali et quodquidem tenementum, etc., Ricardus Taverner alias dictus Farnham nuper tenuit. Noverint universi me Petrum Peras Burgensem ville predicte et Aliciam uxorem meam nuper uxorem Johannis Bigard executricem testamenti eiusdem Johannis virtute et auctoritate predicti testamenti[4] vendidisse concessisse et hac presenti carta nostra confirmasse Thome Kyngesclere de Suthamptona predictum tenementum, etc.; habendum et tenendum totum predictum tenementum, etc., prefato Thome heredibus et assignatis suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita, etc. In cuius rei testimonium presentibus sigilla nostra apposuimus. Et pro maiori securitate sigillum officii maioratus ville Suthamptone hiis apponi procuravimus. Hiis testibus Johanne Beneyt tunc maiore ville predicte Thoma Midlyngton, Willielmo Overey, Henrico Holewey et Ricardo Bradewey aldremannis ville predicte, Johanne Maschall et Thoma Armorer Ballivis, etc., Thoma Belle[5] tunc seneschallo ville predicte Johanne Bye ibidem clerico et multis aliis. Data xx° secundo die mensis Octobris anno regni regis Henrici quarti post conquestum Anglie undecimo.[6] Qua quidem carta, etc., publice lecta, etc., predictaque Alicia per se sola examinata et jurata, etc., fatetur predictam cartam esse factum suum et quod voluntarie illam fieri fecit, etc., et petit illam hic inbreviari, etc. Et super hoc concessa est seisina, etc.

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1 *Church of St. John.* This church was pulled down in 1703, and in 1705 the benefice was united by law to that of St. Laurence. The two benefices had actually been held together since 1614, owing to the poverty of St. John's, which in 1536 was worth only £5 6s. 8d. (Davies, ***Hist. of Southampton***, p. 371). Mr. J. S. Davies gives a list of the rectors of St. John's, which might be supplemented from the Patent Rolls Calendars. Among additional names found in the Calendars are those of John de Kymes, presented 1404, and John Barton, presented 1425 (***Pat. Rolls Cal.***, 1404, p. 456; and 1425, p. 280).

2 ***Sic.*** "Uxoris" is presumably omitted.

3 ***John Kirkeby***, Parliamentary burgess 1436-7 (Davies, ***Hist. of Southampton***, p. 202). John Kirkeby in 1437 gave a rather curious surety, to wit, that Richard Weston, "stokfisshemonger," of London, who was going to Iceland on behalf of the Danish ambassador, would not contravene the law by his journey (***Pat. Rolls Cal.***, p. 58).

Michell, afterwards to Robert Bechesfonte, afterwards to Henry Somes, and now to William Raveneston and Alice his [wife], on the south, and a vacant plot formerly belonging to John Spicer, which John Kirkeby now holds, on the north, and the aforesaid tenement, etc., extends from the aforesaid street to a certain garden lately belonging to Richard Atte Marche, clerk, and afterwards to Robert Plesyngton, knight, and now to John Bankes; and this garden Henry Cotes now holds, on the east, and this tenement, etc., Richard Taverner, otherwise called Farnham, recently held. Let all men know that I, Peter Peras, burgess of the aforesaid town, and Alice my wife, late wife of John Bigard, executrix of the will of the same John, by virtue and authority of the aforesaid will, have sold, granted, and by this our present deed have confirmed to Thomas Kyngesclere, of Southampton, the aforesaid tenement, etc.; to have and hold all the aforesaid tenement, etc., to the aforesaid Thomas, his heirs and assigns, for ever, of the capital lords of that fee by the services thence due, etc. In witness whereof we have affixed our seals to these presents. And for greater security we have caused the seal of the office of the mayoralty of Southampton to be affixed thereto. These being witnesses, John Beneyt, then mayor of the aforesaid town, Thomas Midlyngton, William Overey, Henry Holewey and Richard Bradewey, aldermen of the aforesaid town, John Maschall and Thomas Armorer, bailiffs, etc., Thomas Belle, then steward of the aforesaid town, John Bye, clerk there, and many others. Dated 22nd day of the month of October, in the eleventh year of the reign of King Henry the Fourth after the Conquest. And this deed, etc., being publicly read, etc., and the aforesaid Alice examined alone by herself and sworn, etc., acknowledged the aforesaid deed to be her own doing, and that she had voluntarily caused it to be made, etc., and asks that it may be here enrolled, etc. And on this seisin has been granted, etc.

[4] That the widow should act as her husband's executrix was a matter of common occurrence, but in the present instance the widow acts as executrix with the concurrence of her new-made husband. The need for his intervention in the matter may perhaps arise from the fact that, as the executor was regarded as the representative of the deceased, the wife, when acting as executrix, may be considered as having some kind of possessory interest in the lands which she administered, and her new husband's concurrence in their alienation was therefore thought necessary: or it may simply have been an additional safeguard. Possibly Alicia was legatee as well as executrix, but this is not stated in the text.

[5] *Thomas Belle, alias Regald* (see Fol. xx), bailiff (under the name of Regald) 1413, 1415, and 1418, mayor (under the name of Belle) 1423, 1430, and 1431 (Davies, *Hist. of Southampton*, p. 173). His name appears with that of other merchants as part owner in the lading of the "Ghost," of Southampton, which traded chiefly in wine (Port Book, 1428).

[6] October 22nd, 1409.

Fol. XIV B (2).

[*Abstracted.*]

Southampton. King's court held before Henry Holewey, mayor, William Bridlep[1] and Thomas Armorer, bailiffs, May 5th, 12 Henry IV.[2]

Walter Bacon, of Romesey, and Alicia his wife laid before the court a deed whereby they released all claims to a vacant plot of land in St. Michael's parish, on the east side of French Street, between a tenement late John Botiller's and now belonging to the Convent of St. Denys on the south and a tenement belonging to the precentor of St. Mary's on the north; and the said vacant plot stretches eastward to another tenement belonging to St. Denys, and the said vacant plot of ground formerly carried a building held by Roger Barbiers under a lease by Robert Knoel,[3] then master of God's House; and afterwards the ground was held by Eborard Franceys, of Bristoll, and later by Roger Norman[4] and Joan Loveratz his wife; and then by William Bacon, burgess of Southampton, who enfeoffed the said Walter Bacon and Alice his wife. Walter and Alice executed the present release for ever in favour of Roger Whelpedale,[5] present master of God's House, and the brothers and sisters of the same house and their successors.[6]

Sealed by grantors and by the mayor for greater safety.

Witnesses: Officers as above, Thomas Midlyngton, William Overay, John Beneyt and Richard Bradewey, aldermen, John Bye, clerk, and others.

Dated at Southampton 15th of April, 12 Henry IV.[7]

Alicia accepts the deed and seeks its enrolment in the rolls of the town court. This is granted.

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1 *William Bridlep*, collector of customs in 1404, with Thomas Burton. The two were allowed to retain the produce of the customs till they had repaid themselves £600, lent to victual the fleet (*Pat. Rolls Cal.*, 1404, p. 396). Bailiff 1410 (Davies, *Hist. of Southampton*, p. 173).

2 May 5th, 1411.

3 *Robert Knoel*, warden of God's House. Appointed by Bishop John of Exeter before 1267; died 1285 (Davies, *Hist. of Southampton*, p. 462).

4 *Roger Norman*, mayor 1328 and 1330, Parliamentary burgess 1328, 1331-2, and 1338 (Davies, *Hist. of Southampton*, pp. 171 and 200). He was an exporter of wool to Gascony, and apparently a wealthy man, since he helped in the building of Holy Rood (*ib.*, pp. 253 and 353).

5 *Roger Whelpedale*. He was said to be still warden in 1420 (Davies, *Hist. of Southampton*, p. 463). He died, however, before 1425 (*Pat. Rolls Cal.*, p. 290).

6 The clause of warranty is omitted.

7 April 15th, 1411.

[*Abstracted.*]

Fol. XV. Southampton. At the king's court held before Henry Holewey, mayor, William Bridlep and Thomas Armorer, bailiffs, January 20th, 12 Henry IV.[1]

John Maschall, burgess of Southampton, and Joan his wife laid before the court a deed whereby they granted to Gilbert Moigne, of Southampton, and Isabella his wife a tenement in the suburb of Southampton, outside the north gate in Buvebarstret, on the west side, between a tenement belonging to the Prior of Berton, in the Isle of Wight, on the south side and a tenement belonging to Thomas Skelton, knight,[2] on the north; and the tenement granted, together with its garden, stretches from the street west to a croft called Hamptoune. Also they granted to Gilbert and Isabella a garden in the suburbs on the north side of Estret, between another garden belonging to John and Joan Maschall on the south, a garden belonging to John and Joan Penkeston on the east, the common field on the north, and the king's highway beside the town ditch on the west[3]; and the garden granted is divided by a small ditch from the other gardens mentioned. Gilbert and Isabella to hold the aforesaid tenement and gardens of the capital lords of those fees by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal for greater safety.

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1 January 20th, 1411.

2 *Thomas Skelton*, knight. Sir Thomas Skelton occupied numerous official positions in connection with Southampton. He was justice of the peace there at various periods between 1397 and 1414 (*Pat. Rolls Cal.*, 1397, p. 99; 1404, p. 519; 1401, p. 564; 1413-14, p. 423; etc). He was one of the commission sent to proclaim the king's intent to keep the laws and customs and to punish those preaching otherwise (*ib.*, 1402, p. 127). He served on a commission to inquire into the alleged embezzlements of money destined for the defence of the castle (*ib.*, 1414, p. 293), and also into the frauds and extortions of crown officials (*ib.*, 1406, p. 153); and he served on the commission of array (*ib.*, 1402, p. 115, etc.).

3 "The road by the town ditch" appears clearly in the map of 1611 (published by the Southampton Record Society), and is actually shewn under this name in the map of 1770 (*ib.*). It ran northward from just outside the East Gate and then curved west to the Bargate; in the map of 1791 it appears less clearly, but its place is probably taken by Paradise Row and Hanover Buildings.

Fol. XV (*continued*).

Witnesses: Officers as above, Thomas Midlyngton, William Overay, John Beneyt, and Richard Bradewey, aldermen, William Sopere,[1] steward, John Bye, town clerk, and many others.

Dated at Southampton 22nd December, 12 Henry IV.[2]

Joan accepts the deed and seeks its enrolment.

Seisin granted.

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1 *William Soper*, or *Sopere*, mayor 1416 and 1424 (Davies, *Hist. of Southampton*, p. 173), Parliamentary burgess 1413, 1414, 1419-21, 1425, 1429-33, 1441-42, 1448-49 (*ib.*, p. 202). He was frequently employed to superintend the building of the king's ships, as, for example, of the "Grace Dieu" (*Ancient Deeds*, Vol. III, C 3128). In 1414 he was commissioned to see to the making and mending of a great ship of Spain (*Pat. Rolls Cal.*, 1414, p. 178). In 1423 he was made keeper of the king's ships, an office he held till 1442, when he resigned (*ib.*, 1423, p. 64; 1442, p. 58). He received £40 a year as salary (*ib.*, 1423, p. 64). At the time of his appointment he was commissioned, with John Foxholes and Nicholas Banastre, to sell the king's great ships, taking care to sell them to no aliens save the king's allies (*ib.*, 1423, p. 57). Like other Southampton merchants, he was accused of piracy; in 1414 he was charged, among others, with capturing the goods of some Castilian merchants; the matter was referred to Whittington as arbitrator (*ib.*, 1414, p. 192). A few years later Soper himself acted as commissioner to inquire into a case in which a similar charge was brought concerning the robbery of some Portuguese (*ib.*, 1429, p. 548). Soper possessed a considerable amount of property in Southampton. Among the rest he leased the tower by the Watergate from the Corporation for 120 years on the annual payment of a red rose. He also owned a plot of ground to the west of the Watergate, where he was permitted to build (Davies, *Hist. of Southampton*, pp. 97-8). In 1455-6 he assigned the remainder of his lease of the Watergate Tower to John Ingoldesby, "pro consilio suo mihi impenso" (*Hist. MSS. Com. Report*, XI, Appendix III, p. 84). By the Terrier of 1455 Ingoldesby seems to have entered on the possession of the bulk of Soper's lands.

2 December 22nd, 1410.

[*Abstracted.*]

Fol. XV B. King's court at Southampton, held before John Beneyt, mayor, and John Maschall and Thomas Armorer, bailiffs, July 29th, 11 Henry IV.[1]

Michel Goos, burgess of Southampton, and Isabella his wife laid before the court a deed whereby they granted to John Dygull, of Southampton, and Agnes his wife a tenement and garden called Niewe In,[2] in the suburbs of the town, in the parish of All Saints, on the east side of Bovebarrestret, between a tenement belonging to Thomas Wynturbourne[3], late William Putton's, and now inhabited by John Ropere, on the north, and the king's highway by the town ditch[4] leading to Estret on the south, and stretching to the ditch of Hoggusland on the east; John and Agnes Dygull to hold the said tenement of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with the mayor's seal for greater safety.

Witnesses: Officers as above, Thomas Midlyngton, William Overay, Henry Holewey and Richard Bradewey, aldermen, Thomas Belle, steward, and others.

Dated at Southampton 26th July, 11 Henry IV.[5]

Isabella gives a separate consent to the deed and seeks its enrolment in the town rolls.[6]

Enrolment and seisin granted.

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1 July 29th, 1410.

2 "Le Niewe In"—cf. Fol. vii b (2).

3 *Thomas Wynterbourne*, bailiff 1426. He was one of John Benet's executors, and thus was concerned in early arrangements for the town's water supply (Davies, *Hist. of Southampton*, p. 115). He did a considerable trade; the Port Book of 1428 shows him as importing both wine and madder in both Southampton and Portuguese vessels.

4 Compare note to Fol. xv.

5 July 26th, 1410.

6 "In rotulis curie ville."

Fol. XV B (2).

Suthamptona. Curia Domini Regis tenta apud Suthamptona die martis proximo post festum Sancti Dionisii Episcopi[1] coram Johanne Beneyt maiore, Johanne Maschall et Thoma Armorer ballivis ville predicte anno regni regis Henrici quarti undecimo.[1]

Ad istam curiam venerunt Michel Goos burgensis ville Suthamptone et Isabella uxor eius, etc., et protulerunt, etc., quandam cartam feoffamenti cuius tenor sequitur, etc. Hac indentura facta inter Michelem Goos burgensem ville Suthamptone et Isabellam uxorem eius ex parte una Raimundum Clyve et Johannam uxorem eius de villa predicta ex parte

Fol. XVI. altera testatur quod prefati[2] et Isabella pari sua voluntate tradiderunt concesserunt et per hanc cartam indentatam dimiserunt prefato Raimundo et Johanne duo tenementa sua contigua cum duobus gardinis adjacentibus aretro dicta tenementa subtusque tenementa in anteriori parte eorundem sunt duo shope et sub eisdem shopis duo celaria, et situantur dicta duo tenementa, etc., in vico Anglico in parochia ecclesie Sancte Crucis in occidentali parte eiusdem vici inter tenementum Walteri hamond et Amicie uxoris sue ex parte australi et tenementum Johannis Benyng et Alicie uxoris sue ex parte boriali, et gardinum prioris Sancti Dionisii juxta Suthamptonam quod modo tenet Thomas Marleburgh et quod quondam tenuit Johannes Polymond ex parte occidentali; et quequidem duo tenementa cum eorum pertinenciis Johannes Botiller nuper vir dicte Isabelle de novo construxit; habendum et tenendum predicta duo tenementa, etc., de prefatis Michele et Isabella heredibus et assignatis eorum prefatis Raimundo et Johanne heredibus et assignatis eorum ad terminum vite eorumdem Ramundi et Johanne vel unius eorum diutius viventis. Reddendo inde annuatim prefatis Micheli et Isabella heredibus vel assignatis eorum, viz., pro shopa australis tenementi dictorum tenementorum a die data presentium usque ad festum Nativitatis Domini quod erit in anno Domini millesimo quadringentesimo undecimo proximo futuro post datum presentium viginti solidos sterlingorum tantum. Et pro predictis duobus tenementis alia que shopa celariis et gardinis predictis unam rubiam rosam

1 Date : Tuesday, October 15th, 1409.

2 "Michel" should clearly be inserted here—it must have been omitted by accident; "prefati"

Southampton. At the Court of the lord king held at Southampton, on the Tuesday after the Feast of St. Denys the Bishop, before John Beneyt, the mayor, John Maschall and Thomas Armorer, bailiffs of the said town, 11 Henry IV.

To that court came Michael Goos, burgess of the town of Southampton, and Isabella his wife, etc., and produced, etc., a certain deed of feoffment of which the substance follows, etc. This indenture made between Michael Goos, burgess of Southampton, and Isabella his wife, of the one part, and Raymond Clyve and Joan his wife, of the said town, on the other part, witnesses that the aforesaid [Michael] and Isabella by her equal desire have bestowed, granted, and by this indented deed have leased to the aforesaid Raymond and Joan their two adjoining tenements with two adjacent gardens behind them, and below the tenements in front two shops, and beneath the shops two cellars: and the said two tenements, etc., are situated in English Street, in the parish of the church of Holy Rood, on the west side of the same street between the tenement of Walter Hamond and Amicia his wife on the south, and the tenement of John Benyng and Alice his wife on the north, and on the west the garden of the Prior of St. Denys at Southampton, which Thomas Marleburgh now holds, and which was formerly held by John Polymond. And John Botiller, the late husband of the said Isabella, built anew these two tenements with their appurtenances. To have and to hold the said two tenements, etc., of the aforesaid Michael and Isabella, their heirs and assigns, to the aforesaid Raymond and Joan, their heirs and assigns, for the term of the lives of the same Raymond and Joan, or for the life of the survivor; [to be held] by paying yearly thence the aforesaid Michael and Isabella, their heirs and assigns, namely: for the shop belonging to the southern tenement of the aforesaid tenements from the present date till the Feast of the Nativity of our Lord, in the year of our Lord 1411, next after the present date, twenty shillings sterling only: and for the aforesaid two tenements and the other shop, cellars and gardens aforesaid, a red rose until the same feast for every other service

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is the last word at the bottom of Fol. xv b, and "et Isabella" are the first words at the top of Fol. xvi.

Fol. XVI (*continued*).

usque ad idem festum pro omni alio servicio et demanda. Et extunc post dictum terminum Nativitatis Domini elapsum prefati Ramundus et Johanna heredes et assignati eorum tota vita sua vel unius eorum per se pro predictis tenementis, etc., annuatim solvent prefatis Michaeli et Isabella, heredibus et assignatis eorum octo marcas sterlingorum bone monete ad quatuor anni terminos principales equis porcionibus pro omnibus aliis serviciis et demandis. Et si contingat predictum redditum octo marcarum aretro fore in parte vel in toto non solutum ad aliquem terminum supradictum et per unum mensem postea quod extunc bene liceat prefatis Michaeli et Isabella, etc., in predictis tenementis, etc., intrare et distringere et districtiones ibidem captas penes se retinere quousque de arreragio redditus una cum dampnis suis eis fuerit plene satisfactum. Et prefati Raimundus et Johanna heredes et assignati eorum predicta tenementa, etc., durante vita ipsorum vel unius eorum pro se bene et competenter sumptibus suis propriis reparabunt, sustentabunt et manutenebunt et in fine termini supradicti in adeo bono statu illa dimittent quatenus ea receperunt, salvo semper tamen quod quotiens gruncelli vel scudes[1] de predictis tenementis, etc., infra terminum predictum sunt putrida et defectiva et indigent emendari totiens prefati Michel et Isabella, etc., nova invenient et deliberabunt prefatis Raimundo et Johanne, etc., omni tempore oportuno per totum terminum supradictum. Et tunc prefati Raimundus et Johanne, heredes and assignati eorum, illos operabuntur et facient sumptibus suis propriis et expensis in emendacionem dictorum tenementorum. Et si prefati Raimundus et Johanna, etc., aliquam parcellam dictorum tenementorum infra terminum predictum in aliquam alium modum vel usum quam modo sunt voluerint facere vel vertere propter suum commodum singulare tunc ipsi illud facient totaliter eorum propriis sumptibus et expensis. Et prefati Michel et Isabella, etc., predicta duo tenementa, etc., ut predictum est, prefatis Raimundo et Johanne, heredibus et assignatis eorum durante vita eorumdem Raimundi et Johanne vel unius eorum per se contra omnes gentes warrantizabunt et defendent per presentes. In cuius rei testimonium

[1] "Gruncelli vel scudes." The obvious translation of "gruncelli" would be "groundsels," or timber serving as a foundation; but it is difficult to see how this can suit the context. "Gruncelli" may be a diminutive of "grunda," a gutter (Martin, Record Office Interpreter); "scudes" is not

and demand. And thenceforth after the said term of the Nativity of our Lord has elapsed, the aforesaid Raymond and Joan, their heirs and assigns, shall pay during their whole lives, or the life of one of them by him or herself, for the aforesaid tenements, etc., eight marks sterling of good money, paid yearly to the aforesaid Michael and Isabella, their heirs and assigns, at the four principal terms of the year in equal portions, for all other services and demands. And if it should happen that the aforesaid rent of eight marks shall be partly in arrear or wholly unpaid at any term abovesaid and for one month afterwards, then the aforesaid Michael and Isabella, etc., may enter the aforesaid tenements, etc., and distrain on them, and may retain the distresses so levied until full satisfaction shall be made to them for the arrears of rent together with damages. And the aforesaid Raymond and Joan, their heirs and assigns, during their lives or the life of one of them, shall well and sufficiently repair, sustain and maintain at their own cost the aforesaid tenements, etc., and at the end of the abovesaid term they shall deliver them up in as good condition as they received them, yet always excepting that as often as the aforesaid gutters or ditches belonging to the aforesaid tenements, etc., during the aforesaid term are foul or defective and in want of repair, so often the aforesaid Michael and Isabella, etc., shall obtain new ones and deliver them to the aforesaid Raymond and Joan, etc., at every convenient time during the whole term aforesaid. And then the aforesaid Raymond and Joan, their heirs and assigns, shall work and make them (? put them in place) at their own cost and expense for the repair of the said tenements. And if the aforesaid Raymond and Joan, etc., should wish to use or alter any part of the said tenements during the aforesaid term in any manner or for any purpose other than the present manner or purpose, for their own proper convenience, then they shall do this entirely at their own cost and expense. And the aforesaid Michael and Isabella, etc., shall warrant and defend the aforesaid two tenements, etc., as it is said above, against all persons to the aforesaid Raymond and Joan, their heirs and assigns, during the life of the same Raymond and Joan, or of one of them by themselves. In witness whereof the aforesaid parties have alter-

given in Du Cange, but it may be connected with "scuditia," which is used as the equivalent of "fossa": thus the meaning of the phrase may be that the grantors undertake to do repairs to the drainage.

Fol. XVI (*continued*).

partes predicte alternatim hiis indenturis sigilla sua apposuerunt. Et pro maiori securitate sigillum officii maioratus ville Suthamptone hiis apponi procuraverunt. Hiis testibus Johanne Beneyt tunc maiore ville predicte Johanne Maschall et Thoma Armorer tunc Ballivis eiusdem ville, Thoma Midlyngton, Willielmo Overay, Henrico Holewey, Ricardo Bradewey Aldremannis, Thoma Belle seneschallo et aliis. Data Suthamptone in festo Sancti Michaelis Archangeli Anno regni regis Henrici quarti post conquestum Anglie undecimo.[1] Qua quidem carta, etc., publice lecta, etc., Isabella per se sola examinata, etc., fatetur eandem cartam esse factum suum, etc., et petit illam irrotulari, etc., et concessum est ei et concessa est seisina, etc.

[*Transcribed and Summarised.*]

Fol. XVI B. Ad hanc curiam predictam silicet venerunt Michel Goos et Isabella uxor eius, Raimundus Clyve et Johanna uxor eius, etc., et protulerunt quandam cartam irrotulandam cuius tenor sequitur in hec verba.

[2]Haec indentura facta inter Michaelem Goos Burgensem ville Suthamptone et Isabellam uxorem eius ex parte una, Raimundum Clyve et Johannam uxorem eius ex parte altera testatur quod cum prefati Michel et Isabella per suum scriptum indentatum cuius datum est apud Suthamptonam in festo Sancti Michaelis, 11 Henry IV., etc., dimiserunt prefatis Raimundo et Johanne duo tenementa sua contigua situata in ville predicta in vico Anglico, etc.[3]; habendum et tenendum predicta duo tenementa, etc., prefatis Raimundo et Johanne, etc.,[4] pro certo

[1] September 29th, 1410. (This is probably a mistake; September 30th was the day of the accession of Henry IV, so that September 29th would be the last day of each year of his reign. Hence, in the present instance the scribe probably followed the date at the head of the document, which, as it came in October, was early in the regnal year; and forgetting that September 29th was really the last day of the previous regnal year, wrote "undecimo" instead of "decimo." The date should probably be September 29th, 1409).

nately affixed their seals to these indentures. And for greater safety they have caused the seal of the office of the mayoralty of Southampton to be affixed thereto. These being witnesses, John Beneyt, then mayor of the said town, John Maschall and Thomas Armorer, then Bailiffs of the same town, Thomas Midlyngton, William Overay, Henry Holewey, Richard Bradewey, aldermen, Thomas Belle, steward, and others. Dated at Southampton, on the Feast of St. Michael the Archangel, in the eleventh year of the reign of King Henry the Fourth after the Conquest. And this deed, etc., being publicly read, etc., and Isabella being examined by herself alone, etc., declared the same deed to be her own doing, etc., and asks that it may be enrolled, etc., and this has been granted to her and seisin has been delivered, etc.

To this court, that is the court aforesaid, came Michael Goos and Isabella his wife, Raymond Clyve and Joan his wife, etc., and produced a certain deed to be enrolled, of which the substance follows in these words.

This indenture, made between Michael Goos, burgess of the town of Southampton, and Isabella his wife, on the one part, and Raymond Clyve and Joan his wife, on the other part, shews that when the aforesaid Michael and Isabella by their indented deed, dated at Southampton on the Feast of St. Michael, 11 Henry IV, etc., have leased to the aforesaid Raymond and Joan two adjoining tenements situated in the aforesaid town, in English Street, etc. To have and to hold the aforesaid two tenements, etc., to the aforesaid Raymond and Joan, etc., for

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2 This indenture is the same in substance as those in Fol. xv b (2) and Fol. xvi.

3 The description of the situation of the tenements continues as in the last deed.

4 Clause as in last deed.

Fol. XVI B (*continued*).

annuo redditu.[1] Et quod prefati Raimundus et Johanna, etc., per totum terminum predictum bene et conpetenter reparabunt, etc., dicta tenementa, etc., sumptibus propriis, etc., salvo semper quod quotiens gruncelli vel scudys de predictis tenementis infra terminum predictum sint putrida, etc., totiens prefati Michael et Isabella, etc., nova invenient, etc.,[2] prout patet per prefatam indenturam. Prefati tunc Raimundus et Johanna volunt et concedunt per presentes pro se heredibus et assignatis suis quod ipsi heredes et assignati eorum predicta tenementa, shopas, Celaria cum gardinis predictis, etc., reparabunt sustentabunt et manutenebunt sumptibus eorum propriis per totum terminum supradictum ut predictum est absque hoc quod dicti Michel et Isabella, etc., invenient vel deliberabunt eis aliquos Gruncellos vel scudys vel aliquit aliud in emendacionem dictorum tenementorum, etc., infra terminum supradictum sed penitus inde sint disonerati et relaxati in perpetuum per presentes. Pro hac autem disoneracione et relaxacione supradicta prefati Michel et Isabella pro se heredibus et assignatis suis relaxaverunt et perdonaverunt prefatis Raimundo et Johanne heredibus et assignatis eorum solucionem redditus primi quarterii Anni pro predictis tenementis, shopis, celariis et gardinis habendam, predictis indenturis ad istas conventiones observandas in aliquo non obstantibus. In cuius rei testimonium hiis indenturis partes predicte alternati sigilla sua apposuerunt. Et pro maiori securitate sigillum officii maioratus ville Suthamptone hiis apponi procuravimus. Hiis testibus Johanne Beneyt tunc maiore ville predicte, Johanne Maschall et Thoma Armorer tunc ballivis, Thoma Midlyngton, Willielmo Overay, Henrico Holewey, Ricardo Bradewey aldremannis, Thoma Belle seneschallo et aliis. Data tricesimo die Septembris anno regni regis Henrici quarti post conquestum Anglie duodecimo.[3] Qua quidem carta in curia predicta publice lecta, etc., Isabella et Johanna per se sole examinate, etc., fatentur predictam cartam esse factum utriusque et quod illam fieri fecerunt sine cohercione virorum suorum, etc., et petunt illam irrotulari in recordis curie ville predicte, etc., in exclusionem diversorum articulorum in dicta carta contentorum et concessum est eis, etc.

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1 Details as to rent are omitted in the original.

2 Clause as in last deed.

a certain yearly rent. And that the aforesaid Raymond and Joan, etc., for the whole term aforesaid shall well and suitably repair, etc., the said tenements, etc., at their own cost, etc., saving always that as many times as the gutters and ditches of the aforesaid tenements within the term aforesaid are foul, etc., so often the aforesaid Michael and Isabella, etc., shall provide new ones, etc., as appears by the abovesaid indenture. Then the said Raymond and Joan will, and by these presents, grant for themselves, their heirs and assigns, that they, their heirs and assigns shall repair, sustain and maintain the aforesaid tenements, shops, cellars with gardens, aforesaid, etc., at their own cost for the whole term abovesaid as has been stated before, without the said Michael and Isabella, etc., finding or delivering to them (*i.e.*, Raymond and Joan) any gutters or ditches or anything else for the repair of the said tenements, etc., within the abovesaid term, but they are discharged and released therefrom for ever by these presents; but for this discharge and release abovesaid, the aforesaid Michael and Isabella, for themselves, their heirs and assigns, have released and pardoned to the aforesaid Raymond and Joan, their heirs and assigns, the payment of rent for the first quarter of the year for the aforesaid shops, cellars and gardens, the aforesaid indentures for the keeping of those agreements in no way withstanding. In witness whereof the parties aforesaid have alternately affixed their seals to these indentures. And for greater security we have caused the seal of the office of the mayoralty of the town of Southampton to be affixed thereto. These being witnesses, John Beneyt, then mayor of the town aforesaid, John Maschall and Thomas Armorer, then bailiffs, Thomas Midlyngton, William Overay, Henry Holewey, Richard Bradewey, aldermen, Thomas Belle, steward, and others. Dated September 13th, in the twelfth year of the reign of King Henry the Fourth after the Conquest of England. And this deed being publicly read, etc., in the aforesaid court, Isabella and Joan being examined alone by themselves, etc., declared the aforesaid deed to be the doing of each, and that they had it executed without coercion from their husbands, etc., and they sought its enrolment in the records of the town court aforesaid, etc., to the exclusion of divers articles contained in the said deed: and it is granted to them, etc.

[3] September 13th, 1411.

[*Transcribed and Summarised.*]

Fol. XVII. Suthamptona Curia Domini Regis tenta apud Suthamptonam die Martis in Vigilia Apostolorum Simonis et Jude[1] coram Willielmo Nicholl maiore, Johanne Maschall et Thoma Armorer ballivis ville predicte 13 Henry IV.[1]

[2]Ad hanc curiam venerunt Johannes Beneit de Bottele et Margeria uxor eius, etc., et protulerunt, etc., quandam acquietanciam, etc. Noverint universi per presentes nos Johannem Beneit de Bottele et Margeriam uxorem meam, etc., pro nobis et heredibus nostris imperpetuum quietum clamasse Reginaldo Tailor de Suthamptona et Cristine uxori eius heredibus et assignatis suis totum jus nostrum et clameum, etc., in toto illo tenemento cum duobus tectis cum volta sub eodem fundata cum curtilagio et crofta eidem adiacentibus que situata sunt in villa Suthamptona predicta in vico Anglico in occidentali parte eiusdem vice in parochia ecclesie Omnium Sanctorum inter unum mesuagium quondam Alicie Germayn in quo Thomas Kyngescler nuper inhabitavit ex parte australi et unam placeam vacuam quondam Dionisie Barnebe quam Ricardus Gale nuper tenuit ex parte boriali et extendit se idem tenementum, etc., a predicto vico ex parte orientali usque ad murum ville predicte ex parte occidentali. Ita quod nec nos prefati Johannes Beneit et Margeria uxor mea nec heredes nostri nec aliquis alius nomine nostro aliquod jus vel clameum in predicto tenemento, etc., exigere vel vindicare poterimus in futurum sed ab omni juris remedio sive actione inde habenda sumus exclusi imperpetuum per presentes. Et nos vero prefati Johannes Beneit et Margeria uxor mea, et heredes mei prefati Johannis predictum tenementum, etc., prefato Reginaldo et Cristine uxori, etc., contra omnes gentes warrantizabimus et defendemus imperpetuum. In cuius rei testimonium huic presenti scripto sigilla nostra apposuimus. Et quia sigilla nostra pluribus sunt incognita sigillum officii maioratus ville Suthamptone hiis apponi procuravimus. Hiis testibus Willielmo Nicholl tunc maiore ville predicte, Thoma Midlyngton, Willielmo Overay, Henrico Holewey et Ricardo Bradewey Aldremannis, Thoma Armorer et Johanne Maschall

1 Tuesday, October 27th, 1411.

Southampton. Court of the lord king held at Southampton on Tuesday, the Vigil of the Apostles Simon and Jude, before William Nicholl, mayor, John Maschall and Thomas Armorer, bailiffs of the aforesaid town, 13 Henry IV.

To this court came John Beneit, of Bottele, and Margery his wife, etc., and produced, etc., a certain acquittance, etc. Let all men know by these presents that we, John Beneit, of Bottele, and Margery my wife, etc., for ourselves and our heirs for ever quit claim to Reginald Tailor, of Southampton, and Cristina his wife, their heirs and assigns, all our right and claim, etc., in all that tenement with two roofs, with a vault built under the same, with a curtilage and croft adjoining the same, which is situated in the town of Southampton aforesaid, on the west side of English Street, in the parish of the Church of All Saints, between a messuage formerly belonging to Alice Germayn, in which Thomas Kyngescler lately dwelt on the south, and a vacant plot formerly belonging to Dennis Barnebe, which Richard Gale lately held, on the north, and the same tenement, etc., stretches from the aforesaid street on the east as far as the wall of the town on the west. So that neither we, the aforesaid John Beneit and Margery my wife, nor our heirs, nor any one in our name shall be able in future to exact or demand any right or claim to the aforesaid tenement, etc., but from all remedy or action at law thence arising we are excluded for ever by the present writings. And we, indeed, the aforesaid John Beneit and Margery my wife, and the heirs of me the aforesaid John, will warrant and defend the aforesaid tenement, etc., to the aforesaid Reginald and Cristina his wife, etc., against all persons for ever. In witness whereof we have affixed our seals to this present writing. And because our seals are unknown to many, we have caused the seal of the office of the mayoralty of the town of Southampton to be affixed thereto. These being witnesses, William Nicholl, then mayor of the town aforesaid, Thomas Midlyngton, William Overay, Henry Holewey, and Richard Bradewey, aldermen, Thomas Armorer and John Maschall,

2 "Vacat ut paret infra" is written in the left hand margin of this deed; see the following deed (Fol. xvii (2)).

Fol. XVII (*continued*).

Ballivis, Johanne Wetonhulle ibidem seneschallo, Johanne Hachard, Johanne Notebeme, Johanne Seldere et multis aliis. Data apud Suthamptonam vicesimo sexto die mensis Octobri Anno regni Regis Henrici quarti post conquestum terciodecimo[1] Quaquidem relaxacione et acquietantia in curia predicta publice lecta, etc., ipsa Margeria per se sola examinata et jurata, etc., fatetur predictam relaxacionem et acquietanciam esse cartam et factum suum, etc., et petit illam irrotulari, etc., et concessum est ei, etc.[2]

Fol. XVII (2).

Ista carta predicta cassa est et vana quod prefati Reginaldus et Cristina habuerunt dictum tenementum de dono dictorum Johannis Beneyt et Margerie uxoris eius super condicionem quod si prefati Reginaldus et Cristina solvissent dictis Johanni et Margerie in festo sancte Katerine virginis proximo[3] post datam carte predicte xxii libras sterlingorum quod tunc ipsi habuissent dictum tenementum imperpetuum.[4] Sin autem quod bene liceret dictis Johanni et Margerie dictum tenementum reintrare et sibi possidere imperpetuum, etc.,[5] quos denarios dicti Reginaldus et Cristina ad dictum festum nec unquam postea solverunt. Ita dicti Johannes et Margeria dictum tenementum reintraverunt et diversas personas inde feoffaverunt ut patet altera parte istius folii et proxima, etc., et sic ista carta predicta stat vacua imperpetuum.

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[1] Tuesday, October 26th, 1411.

[2] *Sic.*

[3] November 25th.

bailiffs, John Wetonhulle, steward there, John Hachard, John Notebeme, John Seldere and many others. Dated at Southampton, the 26th day of the month of October, in the thirteenth year of King Henry the Fourth after the Conquest. And this release and acquittance being publicly read, etc., in the court aforesaid, the same Margery being examined and sworn by herself alone, etc., declared the aforesaid release and acquittance to be her own deed and act, etc., and asks that it may be enrolled, etc., and it has been granted to her, etc.

That deed aforesaid is cancelled and void because the aforesaid Reginald and Cristina had the said tenement from the gift of the said John Beneyt and Margery his wife, on condition if the said Reginald and Cristina had paid to the said John and Margery on the Feast of St. Katherine the Virgin, the next after the date of the aforesaid deed, twenty-two pounds of sterling money, that then they should have the said tenement for ever. But if not, then it should be lawful for the said John and Margery to re-enter the said tenement, and to possess it themselves for ever, etc., and this money the said Reginald and Cristina have paid neither at the said feast nor at any time afterwards. So the said John and Margery have re-entered the tenement and enfeoffed diverse persons therewith, as appears on the other side of that page and the next, etc., and so that deed aforesaid remains void for ever.

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4 These conditions do not appear in the former deed.

5 *Sic.* This document has been transcribed fully; the abbreviations are those of the original scribe.

[*Summarised.*]

Fol. XVII B. Court[1] held at Southampton before William Nicholl, mayor, John Maschall and Thomas Armorer, bailiffs, the Tuesday after St. Hilary, 13 Henry IV.[2]

John Beneyt, of Bottele, squire,[3] and Margery his wife, sought the enrolment of a certain deed whereby they granted to John Seldere, burgess of Southampton, the northern half of the tenement with two roofs, a vault underneath, a curtilage and a croft, situated in the parish of All Saints, on the west side of English Street,[4] etc.; John Selder and his heirs to hold the north half of the said tenement, vault, curtilage and croft of the capital lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal for greater safety.

Witnesses: William Nicholl, then mayor, Thomas Midlyngton, William Overay, Henry Holewey and John Benet, aldermen, John Maschall and Thomas Armorer, bailiffs, John Whetonhull, steward, John Notebeme, Walter atte Wode and many others.

Dated at Southampton, January 15th, 13 Henry V.[5]

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1 The phrase "king's common court" is here omitted. There is a change in the handwriting in this deed; the writing is that of a different individual, and perhaps at a later date. Hence the alteration of the formula may be due to the employment of a new scribe.

2 Tuesday, January 19th, 1412.

3 John Benet is here described as "armiger."

4 The description of the situation is the same as in Fol. xvii; the tenement granted is the north half of the tenement granted in that deed.

5 January 15th, 1412. There is no clause of acceptance by the wife in this deed, nor is there any declaration of the livery of seisin.

Fol. XVII B (2).

[*Summarised.*]

At[1] this court John Benett, of Botle, Esquire, and his wife Margery, sought the enrolment of the deed whereby they released to John Selder, burgess of Southampton, all their right in the northern half of the tenement, vault, croft and curtilage above described.[2] The southern half of the same tenement, etc., has been bought of John Benett and Margery, by Cristina the wife of Reginald Taylour and John Hachard, *alias* Tanner, of Southampton. John Benet and Margery warrant the northern half of the tenement in question against all people.

Sealed by the grantors and with the mayor's seal, "for greater safety."

Witnesses: William Nicholl, mayor, Thomas Midlyngton, William Overey, Henry Holewey and John Benett, aldermen, John Maschall and Thomas Armorer, bailiffs, John Whetonhulle, steward, John Notebeme, William Baker, Junior, and many others.

Dated at Southampton, January 16th, 13 Henry IV.[3]

1 "And" is here written, presumably for "Ad."

2 See Fol. xvii.

3 January 16th, 1412. There is no clause of separate acceptance by Margery Benet.

Fol. XVII B (3).

Suthamptona. And[1] hanc curiam venerunt prefati Johannes Benet et Margeria, etc., et protulerunt litteram attornamenti et petierunt irrotulari cuius tenor sequitur in hec verba. Noverint universi me Johannem Benett de Botle Armigerum et Margeriam uxorem meam attornasse et in loco nostro posuisse dilectum nobis in Christo Willielmum Salisbury de Suthamptona attornatum nostrum generalem ad deliberandum Johanni Selder
Fol. XVIII. burgensi ville Suthamptone seisinam in mediate[2] unius tenementi de duobus tectis necnon medietate volte subtus idem tenementum necnon curtilagii Gardini et Crofte eidem tenemento pertinentium versus aquilonem; necnon ad deliberandum Cristine uxori Reginaldi Taylor et Johanni Hachard alias dicto Tannere alteram medietatem dicti tenementi volte curtilagii Gardini et Crofte cum suis pertinenciis, secundum vim, formam et effectum cartarum et relaxacionum, prefatis Johanni Selder, Cristine et Johanni Hachard per nos prefatos Johannem Benett et Margeriam factarum de prefatis medietatibus tenementi volte Curtilagii Gardini et Crofte prout plenius patet in eisdem scriptis. Dantes et concedentes eidem attornato nostro plenam potestatem omnia predicta faciendi Ratum et gratum habituri quicquid idem Attornatus noster fecit in premissis ac si nos prefati Johannes Benett et Margeria in propriis personis nostris interessemus. In cuius rei testimonium presentibus sigilla nostra apposuimus. Data quarto decimo die Januarii Anno regni Regis Henrici quarti tercio decimo.[3] Quibus quidem cartis predictis in curia predicta plene visis, etc., Margeria per se sola, etc., examinata, etc., fatetur predictum factum esse factum suum, etc., et petit illud irrotulari, etc., in exclusionem juris sui et heredum suorum in perpetuum et concessum est ei, etc.

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1 *Sic.* Presumably a mistake for "ad."

2 *Sic.* No doubt a slip of the pen for "medietate."

Southampton. To this court came the aforesaid John Benet and Margery, etc., and produced a letter of attorney and begged that it might be enrolled, of which the substance follows in these words. Know all men that I, John Benett, of Botley, Esquire, and Margery my wife, have created as attorney and put in our place [the man] dear to us in Christ, William Salisbury, of Southampton, to be our general attorney, to deliver to John Selder, burgess of the town of Southampton, seisin in half a tenement with two roofs and half the vault underneath the same tenement, and half the curtilage, garden and croft belonging to the same tenement on the north side : and to deliver to Cristina, the wife of Reginald Taylor, and to John Hachard, otherwise called Tannere, the other half of the said tenement, vault, curtilage, garden and croft, with their appurtenances, according to the intent, form and effect of the deeds and releases concerning the aforesaid halves of the tenement, vault, curtilage, garden and croft made to the aforesaid John Selder, Cristina and John Hachard, by us the aforesaid John Benett and Margery, as appears fully in the same writings. We, giving and granting to our same attorney full power to do all the aforesaid things, will in future hold as valid and acceptable whatsoever our same attorney has done in the premises, as if we, the aforesaid John Benett and Margery, had been present in our own persons. In witness whereof we have affixed our seals to these presents. Dated the fourteenth of January, in the thirteenth year of the reign of King Henry the Fourth. And these deeds aforesaid being fully seen, etc., in the court aforesaid, Margery being examined, etc., alone by herself, etc., declares the aforesaid deed to be her own doing, etc., and begs that it may be here enrolled, in exclusion of her own right and that of her heirs for ever, etc., and it has been granted to her, etc.

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[3] January 14th, 1412.

[*Abstracted*].

Fol. XVIII. Deed laid before the same court for enrolment by John Benet and Margery, whereby they grant to Cristina, the wife of Reginald Taylor, and to John Hachard, otherwise Tanner, of Southampton, the southern half of the above tenement situated on the west side of English Street, etc.[1] To be held by the said Cristina, the wife of Reginald Taylor, and by John Hachard, their heirs and assigns for ever,[2] of the capital lords of the fee by the customary services.

Clause of warranty.

Seal and *Witnesses* as in Fol. xvii b.

Date: January 15th, 13 Henry IV.[3]

Separate acceptance by Margery: enrolment of deed.

[*Abstracted.*]

Fol. XVIII B. At the same court a release in the usual form by John Benet, of Botle, and Margery, of the southern half of the above tenements to Cristina, wife of Reginald Taylor, and John Hachard.

Seals and *Witnesses* as in Fol. xvii b.[4]

Dated at Southampton, January 18th,[5] 13 Henry IV.

Acceptance and enrolment.

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1 The general description of the tenement is the same as in Fol. xvii.

2 "Habendum et tenendum totam predictam medietatem, etc., prefatis Cristina et Johanni Hachard heredibus et assignatis eorum"; the phrase is the same as when the grant is to husband and wife, save that "eorum" is substituted for the more usual "suis." "Suis," however, is used in the clause of warranty in the following deed.

3 January 15th, 1412.

4 The only variation in the witnesses is that William Baker, junior, is substituted for Walter atte Wode.

5 January 18th, 1412.

Fol. XVIII B (2)

[*Summarised.*]

At the king's court[1] of Southampton, held at Southampton the Tuesday after the Feast of the Purification of the Blessed Mary, 14 Henry IV,[2] before Henry Holewey, mayor, and John Renaud and Thomas Armorer, bailiffs.

John Penkeston, burgess of Southampton, and Joan his wife, laid before the court certain deeds[3] whereby they granted to John Selder, their fellow burgess,[4] a tenement in the suburb of Southampton, under one roof,[5] in the parish of All Saints, on the east of Bovebarrestret between a small vacant plot and garden on the north, which stretch as far as Hoggesland (this vacant land and garden formerly belonged to John Polymond, late burgess of Southampton) and a tenement formerly William Coleman's, late burgess of the town, on the south. And the tenement granted, with its curtilage and garden, stretches eastward to Hoggesland, and it is thirty-six standard feet in breadth: John Selder and his heirs to hold the same of the chief lords of the fee for ever, by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal for greater security.

Witnesses: Officers as above, and Walter Fetipace,[6] steward, Thomas Midlyngton, William Overay, Richard Bradewey, John Notebeme, John Dygyll, John Tannere, William Drapere, and others.

Dated at Southampton, December 21st, 14 Henry IV.[7]

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1 The phrase "curia domini Regis" is again used.

2 Tuesday, February 7th, 1413.

3 Plural used.

4 "Comburgensi."

5 "Sub uno tecto."

6 *Sic.* "Fetplace" is the more usual form.

7 December 21st, 1412. There is no separate acceptance or grant of enrolment.

[*Abstracted*].

Fol. XIX. Release by John Penkeston, burgess, and Joan his wife, to John Selder, his fellow-burgess, of all rights in the tenement above described (Fol. xviii b (2)), on the east side of Buvebarre-strete. Tenement freed from all claims and secular demands by John and Joan Penkeston.[1]

Sealed as above (Fol. xviii b (2)).

Witnesses as above.

Dated at Southampton, December 22nd, 14 Henry IV.[2]

Joan gives her assent to both deeds at once (Fols. xviii b (2) and xix). Enrolment granted.

[1] "Ab omnibus accionibus et secularibus demandis sumus exclusi." The addition of "secular" demands to this formula is uncommon in the Black Book.

[2] December 22nd, 1412.

[*Summarised*].

ol. XIX B. Southampton: King's Court of the town of Southampton, held before Henry Holewey, mayor, and John Renaud and Thomas Armorer, bailiffs, on Tuesday, 30th of May, 1 Henry V.[1]

William Bridlep, burgess, and Margery his wife, laid before the court a deed whereby they granted to John Beneyt, burgess, all their shop called a skelyng, with a vacant place behind it, in the parish of St. Michael, in the north and west of the fish market, between the tenement where Richard Pafford lives on the north and the great gate and tenement belonging to the said John Benet on the south and west and the king's highway on the east[2]; and this shop and land Margery held by the legacy of John Flete, late her husband, and John Flete bought it of Philip Stone, late executor of Richard Mey, former burgess of the town. John Beneyt to hold the shop, etc., of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal for greater safety.

Witnesses: Officers as above, William Overay, Richard Bradewey, William Nicoll, aldermen, Walter Fetipace, steward, John Bye, clerk, and others.

Dated at Southampton 1st April, 1 Henry V.[3]

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1 Tuesday, May 30th, 1413.

2 The king's highway on the east is presumably Bull Street or Bugle Street. The map of 1611 shews the fish market as lying west of St. Michael's and stretching across Bugle Street.

3 April 1st, 1413.

Fol. XIX B (2).

[*Transcribed and Summarised*].

[1]Hec indentura facta inter Willielmum Bridlep burgensem ville Suthamptone et Margeriam uxorem eius ex parte una et Johannem Beneyt burgensem ville predicte ex parte altera testatur quod prefati Willielmus et Margeria unanimi assensu tradiderunt concesserunt et per hanc cartam indentatam dimiserunt prefato Johanni duo tenementa sua conjunctim situata in villa predicta, in vico ffrancisco in parochia Ecclesie Sancti Michaelis in boriali et occidentali parte eiusdem vici in quibus nunc inhabitant Johannes Wrangy et Johannes Busch; et situantur dicta duo tenementa inter tenementum Petri Peras et Alicie uxoris sue in quo Willielmus man nunc inhabitat ex parte orientali, et tenementum dicti Johannis Wrangy quod nuper fuit Thome atte Mersch ex parte australi et occidentali et foveam castri ex parte boriali; habendum et tenendum dicta duo tenementa, etc., prefato Johanni Beneyt heredibus et assignatis suis a die confectionis presentis usque ad terminum novem Annorum extunc proxime sequentum et plenarie complendorum; Reddendo inde annuatim prefato Willielmo et Margerie heredibus et eorum assignatis duodecim denarios argenti ad quatuor anni terminos principales equis porcionibus pro omnibus aliis serviciis et demandis. Et si contingat dicta duo tenementa vel aliquod illorum stare vacuum aliquo tempore infra terminum predictum, ita quod prefatus Johannes Beneyt, etc., non possunt de redditu proveniente de dictis duobus tenementis infra terminum predictum levare percipere et habere redditum ad summam et valorem viginti et septem librarum, tunc volunt et concedunt prefati Willielmus et Margeria pro se heredibus et assignatis eorum quod prefatus Johannes Beneyt, etc., teneant et habeant dicta duo tenementa, etc., per tantum tempus et annos ultra terminum dictorum novem annorum elapsorum quousque ipsi levaverint et habuerint tantam summam pecunie de redditu proveniente de predictis duobus tenementis, etc., quanta eis deficit de predicta summa viginti et septem librarum insoluta vel non satisfacta

[1] There is no heading to this deed, which has been partly transcribed owing to the peculiarities in the conditions of the lease.

This indenture made between William Bridlep, burgess of the town of Southampton, and Margery his wife on the one hand, and John Beneyt, burgess, on the other hand, witnesseth that the aforesaid William and Margery, by unanimous assent have handed over, granted, and by this indented deed have leased to the aforesaid John their two tenements situated together in the aforesaid town, in French Street, in the parish of the church of St. Michael, on the north and west side of the same street, in which John Wrangy and John Busch now live; and the said two tenements are situated between the tenement of Peter Peras and Alicia his wife, in which William Man now lives, on the east, and the tenement of the said John Wrangy, which formerly belonged to Thomas atte Mersch, on the south and west, and the castle ditch on the north: to have and to hold the said two tenements, etc., to the said John Beneyt, his heirs and assigns, from the day of making this present deed till the close and full completion of the nine years then following: by paying thence to the aforesaid William and Margery, their heirs and assigns, twelve silver pennies, in equal parts, at the four principal terms of the year, for all services and other demands. And if it happens that the said two tenements, or any of them, stand empty at any time within the term aforesaid, so that the aforesaid John Beneyt, etc., cannot levy, receive and possess within the term aforesaid a rent from the rent arising from the said two tenements amounting to the sum and value of twenty-seven pounds, then the said William and Margery will and grant for themselves, their heirs and assigns, that the aforesaid John Beneyt, etc., may hold and possess the said two tenements, etc., for as much time or as many years beyond the term of the said nine years already passed, as until they (John Beneyt, etc.) shall have raised and possessed such a sum of money from the rent arising from the said two tenements, etc., as is still lacking and is unpaid or unsatisfied of the aforesaid sum of twenty-seven pounds at the

Fol. XIX B (2) (*continued*).

ad finem termini dictorum novem annorum et prefati Willielmus et Margeria, etc., dicta duo tenementa, etc., competenter et sufficienter reparabunt sustentabunt sumptibus eorum propriis et expensis per totum terminum supradictum. Et prefati Willielmus et Margeria heredes et assignati sui[1] cum omnibus eorum pertinenciis ut predictum est prefato Johanni Beneyt, etc., suis contra omnes gentes per totum terminum supradictum forma superius declarata et expressa warrantizabunt, etc., per presentes. In cuius rei testimonium partes predicti hiis indenturis sigilla sua alternatim apposuerunt. Et pro maiori securitate sigillum officii maioratus ville predicte hiis apponi procuraverunt. Hiis testibus henrico Holewey tunc maiore ville predicte Thoma Midlyngton Willielmo Overay Ricardo Bradewey et Willielmo Nicoll Aldremannis Johanne Renaud et Thoma Armorer ballivis eiusdem ville Waltero Fetipace seneschallo Johanne Bye clerico et aliis. Data apud predictam villam Suthamptonam primo die mensis Aprilis Anno regni Regis Henrici quinti post conquestum Anglie primo.[2] Quibusquidem cartis predictis bene lectis, etc., dictaque Margeria per se sola examinata et jurata, etc., fatetur predicta scripta esse facta sua,[3] etc., et petit eadem scripta irrotulari inter recorda scriptorum et cartarum ville predicte, etc., et concessum est ei. Et super hoc concessa est seisina modo.

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1 The words "dicta tenementa" (the said tenements) no doubt should be inserted here, but they do not appear.

2 April 1st, 1413.

end of the term of the said nine years. And the aforesaid William and Margery, etc., shall repay and sustain the said two tenements, etc., suitably and sufficiently at their own cost and expense for the whole term aforesaid. And the aforesaid William and Margery, their heirs and assigns, will warrant, etc., with all their appurtenances as aforesaid, to the aforesaid John Beneyt, etc., against all people for the whole term aforesaid in the form previously declared and expressed by these presents. In witness whereof the parties aforesaid have alternately affixed their seals to these indentures. And for greater safety they have caused the seal of the office of the mayoralty of the town aforesaid to be affixed thereto. These being witnesses, Henry Holewey, then mayor of the town aforesaid, Thomes Midlyngton, William Overay, Richard Bradewey, and William Nicoll, aldermen, John Renaud and Thomas Armorer, bailiffs, of the same town, Walter Fetipace, steward, John Bye, clerk, and others. Dated at the aforesaid town of Southampton, on the first day of the month of April, in the first year of the reign of King Henry the Fifth after the Conquest of England. And these deeds aforesaid being properly read, etc., and the said Margery examined and sworn by herself alone, etc., declares the said writings to be her own doing, etc., and begs the same writings may be enrolled, etc., among the records of the writings and deeds of the aforesaid town, etc., and it has been granted to her ; and upon this seisin has now been granted.

3 The plural noun presumably implies that Margery gives her assent both to this and to the preceding deed.

[*Summarised.*]

Fol. XX. Southampton. At the King's Common Court held before John Beneyt, mayor, and Thomas Regald, bailiff, the Tuesday after the Purification of the Blessed Virgin, 1 Henry V.[1]

Thomas Hampton and Joan his wife laid before the court a deed whereby they granted to Thomas Armorer, burgess of Southampton, a piece of land called lytyll hampton[2] in a suburb of Southampton, outside the north gate behind Bovebarrestrete on the west side of the street in the parish of All Saints; and the piece of land called lytyll hampton stretches from certain gardens belonging to the said Armorer and to Michael and Isabella Goos, and to John and Joan Penkeston on the east as far as the sea shore on the west: and in breadth extends from a small arable croft belonging to the said John and Joan Penkeston, formerly belonging to Robert atte Barre, and from a certain garden now Gilbert Moigne's on the north side to the town ditch on the south; and Thomas Armorer is to hold this piece of land called lytyll hampton with its boundaries as set forth,[3] of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal "because our seals are unknown to many."

Witnesses: John Beneyt, mayor, Thomas Midlyngton, Henry Holewey, William Overay, William Nicholl, aldermen, Thomas Regald, bailiff, Peter Jamys, steward, John Mascall, William Sopere, William Bridlep, Raymund Clyve, John Penkeston and others.

Dated at Southampton, the Monday after the Feast of the Purification of the Virgin, 1 Henry V.[4]

Acceptance by Joan Hampton and request for enrolment.

Grant of seisin to Thomas Armorer of the aforesaid piece of land according to the custom of the town.

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1 Tuesday, February 6th, 1414.

2 Cf. Fol. xv. A comparison of these two deeds shows very clearly the position of Hampton Croft or Lytyll Hampton. It must have lain to the west of Bovebar Street, outside the north walls, and rather to the south of West Marlands.

3 "Prout bunde et mete undique condonant et demonstrant."

4 Monday, February 5th, 1414.

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[*Transcribed and Summarised.*]

Fol. XX B. Suthampton. Ad curiam communem domini Regis tentam apud Suthamptonam coram Johanne Beneyt tunc ibidem maiore et Thoma Regald alias dicto Thoma Belle et Thoma Armorer Ballivis, etc., die martis proximo post festum Sancti Gregorii pape Anno regni regis Henrici quinti post conquestum primo.[1]

Ad hanc curiam, etc., Johannes Bacon[2] civis et Grocerus Londonie, filius et heres Willielmi Bacon de Suthamptone, etc., protulit, etc., quandam cartam feoffamenti cuius tenor sequitur, etc. Sciant presentes et futuri quod ego Johannes Bacon, etc., dedi Thome Knolles seniori,[3] Waltero Colshill, Thome Selove civibus et Groceris Londonie et Johanni Snell capellano omnia terras et tenementa mea redditus et servicia cum omnibus et singulis suis pertinenciis que et quas habeo in villa Suthamptone et in suburbio eiusdem ville. Et que quidem terre et tenementa, etc., michi descendebant jure hereditare post mortem predicti Willielmi Bacon patris mei; habendum et tenendum omnia predicta terras et tenementa, etc., prefatis Thome, Waltero, Thome et Johanni Snell eorum heredibus et assignatis imperpetuum.[4] Et ego vero predictus Johannes Bacon et heredes mei omnia predicta terras et tenementa, etc., prefatis Thome, Waltero, Thome et Johanni Snell, etc., contra omnes gentes warantizabimus et imperpetuum defendemus per presentes. In cuius rei testimonium huic presenti carte sigillum meum apposui Johanne Beneyt tunc maiore, etc., Thoma Belle et Thoma Armorer tunc Ballivis. Hiis testibus, Thoma Middelton, henrico holewey, Willielmo Sopere, Waltero Fetplace, Roberto Coupere et aliis. Data apud Suthamptonam predicto decimo die mensis Decembris Anno regni regis Henrici quinto post conquestum Anglie primo.[5] Que quidem carte feoffamenti predicta publice in plena curia predicta, lecta audita et intellecta, prefatusque Johannes Bacon inde coram prefatis maiore et ballivis examinatus cognovit

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1 Tuesday, March 13th, 1414.

2 *John Bacon* appears in the Warden's Accounts as collector to the Grocers' Company in 1435 (Heath, *Some Account of the Worshipful Company of Grocers*, p. 415). He retained or re-acquired some tenements in Southampton, as he possessed a house by the Watergate in 1439 (J. S. Davies, *Hist. of Southampton*, p. 98).

Southampton. At the common court of the lord king held at Southampton before John Beneyt, then mayor there, and Thomas Regald, otherwise called Thomas Belle, and Thomas Armorer, bailiffs, etc., on the Tuesday next after the feast of Saint Gregory the Pope, in the first year of the reign of King Henry the Fifth after the Conquest.

To this court, etc., John Bacon, citizen and grocer of London, the son and heir of William Bacon, of Southampton, etc., brought, etc., a certain deed of feoffment, of which the tenor follows, etc. Let all men, present and future, know that I, John Bacon, etc., have granted to Thomas Knolles, senior, Walter Colshill, Thomas Selove, citizens and grocers of London, and John Snell, chaplain, all my lands and tenements, rents and services, with their appurtenances, all and singular, which I have in the town of Southampton and in the suburb of the same town. And these lands and tenements, etc., have descended to me by hereditary right after the death of the said William Bacon, my father; to have and to hold all the aforesaid lands and tenements, etc., to the aforesaid Thomas, Walter, Thomas and John Snell, their heirs and assigns, for ever. And I, indeed, the aforesaid John Bacon, and my heirs, will warrant all the aforesaid lands and tenements, etc., to the aforesaid Thomas, Walter, Thomas and John Snell, etc., against all persons, and will defend them for ever by these presents. In witness whereof I have affixed my seal to this present deed, John Beneyt then being mayor, etc., Thomas Belle and Thomas Armorer then being bailiffs. These being witnesses, Thomas Middelton, Henry Holewey, William Sopere, Walter Fetplace, Robert Coupere and others. Dated at Southampton the aforesaid tenth day of the month of December, in the first year of the reign of King Henry the Fifth after the Conquest of England. And this deed of feoffment aforesaid having been publicly read, heard and understood in the full court aforesaid, and the aforesaid John Bacon, being examined thereon before the aforesaid

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[3] *Thomas Knolles*, senior, lord mayor 1399 and 1410; his will, dated 1432, shows him as a prominent benefactor of the Grocers' Company (Heath, *Worshipful Company of Grocers*, p. 205).

[4] There is no clause stipulating for the rendering of the customary services, etc.

[5] December 10th, 1413.

Fol. XX B (*continued*).

cartam predictam esse factum suum. Et petit hic inbreviari in exclusionem iuris sui et heredum suorum in perpetuum et secundum consuetudinem, etc. Et admissa est per curiam et inbreviata sive irrotulata in exclusionem iuris sui et heredum suorum in perpetuum, etc. Et super hoc concessa est seisina prefatis personis secundum vim et effectum carte predicte in formam recognitionis sue predicte ac secundum consuetudinem ville predicte, etc.

[*Transcribed and Summarised.*]

Fol. XXI. Suthampton. Ad curiam communem domini Regis tenta apud Suthamptonam coram Johanne Beneyt ibidem maiore, Thoma Regald et Thoma Armorer ibidem Ballivis die martis proximo post festum Sancti Gregorii pape, anno regni Regis henrici quinti post conquestum primo.[1]

Ad hanc curiam venerunt Johannes Whyte, etc., et Lucia, etc., et protulerunt, etc., quasdam indenturas quarum quidem indenturarum tenor sequitur, etc. Hec indentura testatur quod nos Johannes Whyte ville Suthamptone et Lucia uxor mea nuper uxor Nicholai Charlys quondam ville Suthamptone predicte, etc., ad firmam dimisimus Thome Sese Scissori eiusdem ville totum illud tenementum nostrum situatum in villa predicta in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte eiusdem vici inter tenementum Alicie Coppe in quo modo inhabitat Johannes Elyot ex parte boriali et venellam vocatam Cokerewelane[2] ex parte australi et quod quidem tenementum nostrum predictum nuper fuit Johannis Coke quondam ville predicte; habendum et tenendum totum predictum tenementum nostrum cum omnibus suis pertinenciis prefato Thome heredibus et assignatis suis de nobis predictis Johanne and Lucia, heredibus et assignatis nostris

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1 Tuesday, March 13th, 1414.

2 Cokerewelane, *alias* Halveknyghtes Lane (Fol. xxxvii), *alias* Small Lane (Fol. xxix b (2)), *alias* Braggeryslane (Fol. xxxvii), ran from English Street to French Street, and apparently from French Street to Bugle Street. Halveknyghtes Lane is identified by Davies with the lane bounding the West Hall, which, according to the map of 1611, is a continuation of Broad Lane; but it seems

mayor and bailiffs, acknowledged the aforesaid deed to be his doing. And he asks that it be enrolled here to the exclusion of his right and that of his heirs for ever and according to custom, etc. And it has been admitted by the court, and has been entered or enrolled in exclusion of his right and that of his heirs for ever, etc. And on this seisin has been granted to the aforesaid persons according to the intent and effect of the aforesaid deed in the form of his recognizance aforesaid and according to the custom of the town aforesaid, etc.

Southampton. At the common court of the lord king held at Southampton, before John Beneyt, mayor there, Thomas Regald and Thomas Armorer, bailiffs there, on the Tuesday next after the Feast of St. Gregory the Pope, 1 Henry V.

To this court came John Whyte, etc., and Lucy, etc., and brought, etc., certain indentures of which indentures the substance follows, etc. This indenture showeth that we, John Whyte, of the town of Southampton, and Lucy my wife, late wife of Nicholas Charlys, formerly of the town of Southampton aforesaid, etc., have leased at firm to Thomas Sese, tailor, of the same town, all that tenement of ours situated in the aforesaid town, in the parish of the church of Holy Rood, in English Street, on the west side of the same street between the tenement of Alice Coppe in which John Elyot now lives on the north, and the lane called Cokerewelane on the south, and our tenement aforesaid recently belonged to John Coke, formerly of the aforesaid town. To have and to hold all our aforesaid tenement with its appurtenances to the aforesaid Thomas, his heirs and assigns, of us the aforesaid John and Lucy, our heirs and assigns, from Easter day the next after the date of

hardly probable that this continuation of Broad Lane should be Halveknyghtes Lane, as Broad Lane is nowhere given as one of the *aliases* of this many-named street; and, moreover, it did not lie in the parish of Holy Rood. The map of 1770 shows two unnamed lanes running westward from High Street, or English Street, and lying to the north of Broad Lane; possibly Cokcrewelane may be identified with one of these and Benetslane with the other.

Fol. XXI (*continued*).

a festo pasche proxime futuro post datam presencium usque ad finem viginti annorum extunc proxime sequentium et plenarie complendorum. Reddendo inde annuatim nobis predictis Johanni et Lucie, etc., ipse prefatus Thomas, etc., per primos quinque annos predicti termini post dictum festum pasche proximos sequentes et plenarie completos unam rubiam rosam ad festum Nativitatis Sancti Johannis Baptiste pro omni servicio et demanda. Et post dictos primos quinque annos sic completos reddendo inde nobis, etc., per alios quindecim annos extunc proxime sequentes annuatim triginta solidos sterlingorum ad quatuor anni terminos principales equis porcionibus pro omni alio servicio seu demanda. Et si contingat predictum annualem redditum triginta solidorum durantibus predictis quindecim annis post predictos primos quinque annos, etc., aretro fore ad aliquem terminum predictorum quatuor anni terminorum ut predictum est extunc bene licebit nobis prefatis Johanni et Lucie, etc., predictum tenementum intrare et distringare et districtiones ibidem inventas capere fugare et asportare ac penes nos retinere quousque de redditu aretro existenti nobis fuerit satisfactum. Et si contingat predictum redditum aretro fore per unum annum integrum et sufficiens districtio tunc in eodem inveniri non poterit extunc bene licebit nobis, etc., predictum tenementum cum omnibus et singulis suis pertinenciis reintrare reseisire et in pristino statu nostro illud nobis retinere, hac dimissione in aliquo non obstante. Et nos predicti Johannes et Lucia, etc., predictum tenementum, etc., bene et competenter reparabimus sustentabimus et manutenebimus sumptibus et expensis nostris propriis quotiens et quando necesse fuerit durante toto termino viginti annorum predicto. Ac eciam nos predicti Johannes et Lucia, etc., predictum tenementum, etc., prefato Thome, etc., durante toto termino viginti annorum predicto ut predictum est contra omnes gentes warantizabimus acquietabimus et defendemus per presentes. In cuius rei testimonium nos prefati Johannes Whyte et Lucia uxor mea uni parti harum indentarum penes prefatum Thomam remanenti sigilla nostra apposuimus. Ac prefatus Thomas alteri parti harum indentarum penes nos remanenti sigillum suum apposuit.[1] Hiis testibus Johanne Beneyt tunc maiore, etc.,

[1] Not sealed by mayor.

these presents until the end and full completion of twenty years then following : by his (the aforesaid Thomas, etc.) paying thence yearly to us, the aforesaid John and Lucy, etc., one red rose at the Feast of the Nativity of St. John the Baptist, for every service or demand for the first five years of the aforesaid term following and fully completed after the next Easter aforesaid. And after the said first five years thus completed, by paying thence to us, etc., during the other fifteen years next following thirty shillings sterling yearly in equal parts at the four principal terms of the year for every other service or demand. And if it should happen that the aforesaid yearly rent of thirty shillings during the aforesaid fifteen years after the aforesaid first five years, etc., is in arrear at any term of the aforesaid four terms of the year, as is said before, then it shall be lawful for us the aforesaid John and Lucy, etc., to enter and distrain on the aforesaid tenements, and to take, remove and carry away the distresses there found and to retain them in our own hands until satisfaction has been made to us of the rent then in arrear. And if it happens that the aforesaid rent is in arrear for one whole year, and a sufficient distress cannot be levied on the same tenement, then it shall be lawful for us, etc., to re-enter and re-seize the aforesaid tenement with its appurtenances, all and every one, and retain it ourselves in our first manner, this lease in any way notwithstanding. And we, the aforesaid John and Lucy, etc., will well and sufficiently repair, maintain and keep up the aforesaid tenement, etc., at our own cost and expense as often as and when it shall be necessary during the whole aforesaid term of twenty years ; and also we, the aforesaid John and Lucy, etc., will warrant, acquit and defend the aforesaid tenement, etc., by these presents to the aforesaid Thomas, etc., against all persons during the whole term aforesaid of twenty years, as it is said before. In witness whereof we, the aforesaid John Whyte and Lucy my wife, have affixed our seals to the one part of these indentures remaining in the hands of the aforesaid Thomas. And the aforesaid Thomas has affixed his seal to the other part of these indentures remaining in our hands. These being witnesses, John Beneyt, then mayor, etc., Thomas Midlyngton, Henry Holewey, William

Fol. XXI (*continued*).

Thoma Midlyngton, Henrico Holewey, Willielmo Overay et Willielmo Nycoll tunc eiusdem ville aldremannis, Thoma Regald et Thoma Armorer tunc ibidem Ballivis Petro Jamys tunc dicte ville senescallo, Willielmo Sopare, Johanne Mascall, Reymundo Clyve, Waltero Fetplace et multis aliis. Data apud Suthamptonam predictam die veneris secundo die mensis martii Anno regni Regis Henrici quinti post conquestum Anglie primo.[1] Quibus quidem indenturis predictis publice, etc., lectis, etc., prefataque Lucia sola, etc., examinata, onerata et jurata, etc., fatetur, etc., predicta scripta indentata esse facta sua, etc., et petit eadem scripta indentata hic inbreviari, etc., in exclusionem juris sui eiusdem Lucie et heredum suorum pro termino viginti annorum predicto secundum formam et tenorem indenturarum predictarum, etc., et concessum est ei, etc.,[2] secundum consuetudinem, etc., et super hoc, etc.[2]

[*Transcribed and Summarised.*]

Fol. XXI B. Suthamptona curia communis domini Regis tenta apud Suthamptonam coram Johanne Beneyt tunc ibidem maiore ville Suthamptone, Thoma Armorer et Thoma Regald ibidem tunc Ballivis, Petro Jamys ad tunc ibidem Senescallo, die martis proximo post quintumdecimum diem mensis Aprilis anno regni regis Henrici quinti post conquestum Anglie secundo.[3]

Ad hunc diem et ad hanc curiam venerunt, etc., Thomas Midlyngton Burgensis ville Suthamptone et Margareta uxor eius, etc., et protulerunt, etc., quasdam cartas indentatas quarum tenor sequitur, etc. Hec indentura testatur quod nos Thomas Midlyngton, etc., et Margareta uxor mea dedimus, etc., Johanni Renawd eiusdem ville comburgensi et Clemencie uxori sue totum illud integrum tenementum nostrum vocatum le Bolehalle[4] situatum in villa predicta in parochia ecclesie Sancti

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1 Friday, March 2nd, 1414.

2 *Sic.* No mention of the livery of seisin.

3 April 15th, 1414.

4 *Le Bolehalle*, or Bugle Hall, stood in Bugle Street, nearly opposite the place where St. Joseph's Church

Overay and William Nycoll, then aldermen of the same town, Thomas Regald and Thomas Armorer, then bailiffs there, Peter Jamys, then steward of the said town, William Sopare, John Mascall, Raymond Clyve, Walter Fetplace and many others. Dated at Southampton aforesaid, Friday, the second day of the month of March, in the first year of the reign of King Henry the Fifth after the Conquest of England. And these indentures aforesaid being publicly, etc., read, etc., and the aforesaid Lucy being examined alone, etc., charged and sworn, etc., declares, etc., the aforesaid indented writings to be her own doing, etc., and asks that the same indented writings may be here enrolled, etc., to the exclusion of the right of her, the same Lucy, and of her heirs, for the aforesaid term of twenty years, according to the form and substance of the aforesaid indentures, etc., and it is granted to her, etc., according to custom, etc., and upon this, etc.

Southampton. Common court of the lord king held at Southampton before John Beneyt, then mayor there of the town of Southampton, Thomas Armorer and Thomas Regald, then bailiffs there, Peter Jamys, then steward there, on the Tuesday next after the fifteenth day of the month of April, 2 Henry V.

On this day and to this court came, etc., Thomas Midlyngton, burgess of the town of Southampton, and Margaret his wife, etc., and brought, etc., certain indented deeds, of which the substance follows, etc. This indenture showeth that we, Thomas Midlyngton, etc., and Margaret my wife, have given, etc., to John Renawd, co-burgess of the same town, and Clemency his wife, the whole of our tenement called le Bolehalle, situated in the aforesaid town, in the parish of the church of St. Michael, in

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now stands (E. R. Aubrey, Speed's *Hist. of Southampton*, p. 122, n.). After John Renaud it seems to have passed into the hands of a certain John Serle (Terrier of 1455), and at the end of the fifteenth century it was part of the property of Beaulieu (E. R. Aubrey, Speed's *Hist. of Southampton*, p. 122). Perkin Warbeck is said to have stayed there (*ib.*). Subsequently it belonged to the earls of Southampton. It was in existence as early as the thirteenth century (Davies, *Hist. of Southampton*, p. 455).

Fol. XXI B (*continued*).

Michaelis in vico vocato Bolestrete in occidentali parte eiusdem vici inter quoddam gardinum quod ego prefatus Thomas Midlyngton habeo et teneo ad terminum Annorum de priore hospitalis Sancti Julianie quod dicitur domus dei Suthamptone Fratribus et sororibus eiusdem hospitalis ex parte australi et venellam que ducit a dicto vico de Bolestrete versus le flodegate ex parte boriali.[1] Et extendit se idem tenementum in longitudine et latitudine a gardino predicto eundo in circuitu per venellam predictam usque tria petrina modo Johannis Berkley militis[2] ex parte occidentali: habendum et tenendum totum predictum integrum tenementum, etc., prefatis Johanni Renawd et Clemencie uxori sue heredibus et assignatis eiusdem Johannis imperpetuum de capitalibus dominis feodi illius per redditus et servicia inde debita, etc. Reddendo inde annuatim nobis prefatis Thome et Margarete, etc., viginti marcas sterlingorum usque ad finem viginti annorum post datam presencium proxime futurorum ad quatuor anni terminos principales et in villa predicta usuales equis porcionibus primo termino solucionis incipiente in festo Nativitatis Sancti Johannis Baptiste[3] proximo futuro post datam presencium. Et si contingat predictum annualem Redditum viginti marcarum, etc., aretro fore per quindecem dies post finem alterius termini, etc., non solutum durante predictis viginti annis extunc bene licebit nobis prefatis Thome Midlyngton et Margarete uxori mee ac uni nostrorum diutius viventi heredibus et assignatis nostris in integrum tenementum predictum intrare distringere et districtiones ibidem inventas capere, etc., ac penes nos retinere quousque nobis, etc., de redditu
Fol. XXII. predicto una cum dampnis et expensis nostris plenarie fuerit satisfactum. Et si contingat predictum annualem redditum viginti marcarum aretro fore non solutum per unum annum integrum durantibus predictis viginti annis et sufficiens districtio tunc in eodem integro tenemento inveniri non poterit extunc bene licebit nobis prefatis Thome et Margarete, etc., in integrum tenementum predictum reintrare et

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1 "Venellam que ducit . . . versus le flodegate." Le Flodegate must have been the West Gate, and the lane in question must have been the street subsequently known as Westgate Street. The Terrier of 1455 describes Bolehall as standing at the corner of Bugle Street and the street leading to the West Gate.

the street called Bolestrete, on the west side of the same street, between a certain garden which I, the aforesaid Thomas Midlyngton, have and hold for a term of years of the prior of the hospital of St. Julian, which is called Domus Dei, of Southampton, and of the brothers and sisters of the same hospital, on the south and a lane which leads from the said street of Bolestrete towards the Flodegate on the north. And the same tenement extends in length and breadth from the garden aforesaid, making a round by the aforesaid lane as far as three ovens now belonging to John Berkley, knight, on the west. To have and to hold all the aforesaid tenement entire, etc., to the aforesaid John Renawd and Clemency his wife, and to the heirs and assigns of the said John for ever, from the capital lords of that fee by the rents and services thence due, etc. By paying thence yearly to us, the aforesaid Thomas and Margaret, etc., twenty marks sterling yearly till the end of the twenty years next after the date of these presents; [to be paid] in equal parts at the four principal terms of the year customary in the aforesaid town, the first term of payment beginning at the feast of the Nativity of St. John the Baptist next after the date of these presents. And if it happens that the aforesaid annual rent of twenty marks, etc., is in arrear and unpaid for fifteen days after the end of any term, etc., during the aforesaid twenty years, then it shall be lawful for us, the aforesaid Thomas Midlyngton and Margaret my wife, and for the one of us living longer, our heirs and assigns, to enter on the entire aforesaid tenement and distrain there and to take away, etc., the distresses found there and to keep them in our own hands until full satisfaction has been made to us, etc., for the rent aforesaid, together with our losses and expenses. And if it happens that the aforesaid annual rent of twenty marks is in arrear and unpaid for one whole year during the aforesaid twenty years, and a sufficient distress cannot then be levied in the same entire tenement, then it shall be very lawful for us, the aforesaid Thomas and Margaret, etc., to re-enter on the entire tenement aforesaid, and to seize, hold and keep it,

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2 *Sir John Berkeley*, probably a younger son of Sir Thomas Berkeley, who died in 1361 (*Dict. Nat. Biog.*). The three bakehouses he possessed in Southampton seem to have descended to Sir Maurice Berkeley. According to the Terrier of 1455, they formed part of the tenement called le Magnell.

3 June 24th, 1414.

Fol. XXII (*continued*).

illud cum omnibus et singulis pertinenciis suis seisire habere et tenere ac in pace possidere imperpetuum hac carta indentata in aliquo non obstante. Et nos prefati Thomas Midlyngton et Margareta uxor mea, etc., totum illud integrum tenementum, etc., modo et forma predeclaratis prefatis Johanni Renawd et Clemencie uxori sue heredibus et assignatis ipsius Johannis contra omnes gentes warantizabimus, etc. In cuius rei testimonium nos prefati Thomas Midlyngton et Margareta uxor mea uni parti harum indenturarum penes prefatos Johannem Renawd et Clemenciam uxorem suam remanenti Sigilla nostra apposuimus. Alteri uni parti penes prefatos Thomam Midlyngton et Margaretam uxorem suam remanenti predicti Johannes Renawd et Clemencia uxor sua sigilla sua apposuerunt. Et ad maiorem huius rei securitatem faciendam nos antedicti Thomas Midlyngton et Margareta uxor mea Sigillum Officii maioratus ville Suthamptone partibus harum indenturarum similiter apponi procuravimus. Hiis testibus Johanne Beneit tunc maiore ville Suthamptone predicte Thoma Armorer et Thoma Regald ibidem tunc ballivis Petro Jamys ad tunc ibidem Senescallo Ricardo Bradewey Willielmo Nycholl Willielmo Raveneston Willielmo Tangele Ricardo Pafford et aliis. Data apud Suthamptonam predictam quinto decimo die mensis Aprilis Anno regni regis Henrici quinti post conquestum secundo Anno domini millesimo cccc^{mo} quarto decimo. Quibus quidem indenturis predictis publice in plena curia predicta lectis, etc., prefataque Margareta sola inde coram prefatis maiore et Ballivis, etc., examinata onerata et jurata secundum consuetudinem ville predicte fatetur, etc., predicta scripta indentata esse facta sua, etc., et petit eadem scripta indentata hic inbreviari, etc., in exclusionem juris sue, etc., quod concessum est ei. Et super hoc concessa est seisina predicto Johanni Renawd et Clemencie uxori sue heredibus et assignatis eiusdem Johannis prout in cartis indentatis predictis plenius continetur secundum consuetudinem ville.

with all and each of its appurtenances, and to possess it in peace for ever, this indented deed in any way notwithstanding. And we, the aforesaid Thomas Midlyngton and Margaret my wife, etc., will warrant, etc., all that entire tenement, etc., in the before-declared manner and form to the aforesaid John Renawd and Clemency his wife, and the heirs and assigns of the same John against all persons. In witness whereof we, the aforesaid Thomas Midlyngton and Margaret my wife, have affixed our seals to the one part of these indentures remaining in the hands of the aforesaid John Renawd and Clemency his wife. To the other part, remaining in the hands of the aforesaid Thomas Midlyngton and Margaret his wife, the aforesaid John Renawd and Clemency his wife have affixed their seals. And for the sake of greater safety we, the aforesaid Thomas Midlyngton and Margaret my wife, have caused the seal of the office of the mayoralty of the town of Southampton to be likewise affixed to the parts of these indentures. These being witnesses, John Beneit, then mayor of the town of Southampton aforesaid, Thomas Armorer and Thomas Regald, then bailiffs there, Peter Jamys, then steward there, Richard Bradewey, William Nycholl, William Raveneston, William Tangele, Richard Pafford, and others. Dated at Southampton aforesaid, the fifteenth day of the month of April, in the second year of the reign of King Henry the Fifth after the Conquest, in the year of the Lord one thousand four hundred and fourteen. And these indentures, indeed, being publicly read, etc., in the full court aforesaid, and the aforesaid Margaret examined alone thereon before the aforesaid mayor and bailiffs, etc., charged and sworn according to the custom of the aforesaid town, declares, etc., the aforesaid indented writings to be her own deeds, etc., and asks that the same indented writings be here enrolled, etc., to the exclusion of her right, etc., and this is granted to her. And thereon seisin has been granted to the aforesaid John Renawd and Clemency his wife, the heirs and assigns of the same John, as is fully expressed in the aforesaid indented deeds according to the custom of the town.

[*Summarised.*]

Fol. XXII B. Southampton. King's common court, held before John Mascall, mayor, and Walter Fetplace, bailiff, the Tuesday after the Feast of St. Martin the Bishop, 2 Henry V.[1]

John Renaud, burgess, and Clemency his wife laid before the court a release whereby they quit-claimed to Richard Tyrell, of the county of Lincoln, Thomas Armorer, burgess of Southampton, Thomas Denton and William Trymenell, citizens and mercers of London, all right in a tenement, with a cellar beneath it, on the south side of Brodelane,[2] in the parish of St. John, between a tenement belonging to Richard Montagu, knight, on the east, and a tenement on the west which lately belonged to John Berard, and now belongs to Alice formerly his wife. And the tenement released stretches southward to a tenement now belonging to the aforesaid Alice, but lately to John Polymond.[3]

Sealed by grantors and with mayor's seal "because our seals are unknown to many."

Witnesses: John Mascall, mayor, John Beneyt and William Nycole, aldermen, Thomas Armorer and Walter Fetplace, bailiffs, Raimund Clyve, steward, William Sopere, Peter Janes, Robert Coupere, George Husk, Thomas Rygall, Robert Danyell,[4] Thomas Marleburgh and others.

Dated at Southampton 12th November, 2 Henry V.[5]

Separate acceptance by Clemency. Enrolment granted.

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1 Tuesday, November 13th, 1414.

2 *Brodelane*, or *Broad Lane*, ran from English Street to French Street, just to the north of St. John's Church. It is mentioned in 1325 (J. S. Davies, *Hist. of Southampton*, p. 456).

3 Clause of warranty omitted.

4 *Robert Danyell*, bailiff 1415-1418 (J. S. Davies, *Hist. of Southampton*, p. 173), had a share in the "Antony of Hampton" in 1428, the cargo of which was chiefly wine and iron (Port Book, 1428). A Chancery petition throws a curious light on the amount of property which might be left by a prosperous Southampton burgess. Robert Danyell died £16 in debt to the Abbot of Netley. He directed in his will that his wife Joan, who was his executrix, should either pay the debt from the value of his movable goods or should sell a certain house to pay it. Joan declared the movable goods to be insufficient, and therefore it was proposed that she should put the house into the hands of Gabriel Corbet, William Fletcher, and others, to sell for her and pay the debt; but while this proceeding was pending Joan herself sold the house to Walter Fetyplace and kept the money! (Early Chancery Proceedings, Bundle 12, No. 107).

5 November 12th, 1414.

Fol. XXII B (2).

[*Abstracted.*]

Southampton. The King's common court, held before John Mascall, mayor, Walter Fetplace and Thomas Armorer, bailiffs, on the Tuesday before the Feast of St. Thomas the Apostle, 2 Henry V.[1]

John Penkeston, burgess, and Joan his wife, laid before the court a deed whereby they granted to John Selder, co-burgess, all that arable croft lying in the suburb of the town outside the North Gate, in the parish of All Saints: which croft is called Hampton, and lies between the cliff on the sea shore to the west and a curtilage belonging to several persons on the east; and it is two acres in length from south to north. Also they granted to John Selder eight and a half acres of arable land near the town; whereof two acres and a half lie in the field called Hundeswellfeld, between a spring called Wyottiswell[2] on the north and Thomas Symkyn's land on the south; and three acres lie in the field called East Garston,[3] between John Meyre's land on the south and the land which John Hikkele now holds from the warden of God's House on the north; and another acre lies in East Garston, between the path leading from Southampton to the wood belonging to the Priory of St. Denys[4] on the east and John Meyre's land on the west, and this acre is called Hornysacre. And half an acre lies in a field called Westgarston,[3] between William Dart's land, called Hangemansacre, on the east, and John Meyre's land aforesaid on the

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1 Tuesday, December 18th, 1414.

2 *Hundeswellfeld* and *Wyottiswell*. Houndswell included the land now called Palmerston Park and the park to the south of it (E. R. Aubrey, Speed's *Hist. of Southampton*, p. 92, n.). It was common land as late as 1549. There were numerous springs, including a mineral spring in Houndswell, from one of which water was conveyed to the Water House. Houndswell was used for hay, and the hay was reaped there rather late (Davies, *Hist. of Southampton*, pp. 55, 117, and 510).

3 *East* and *West Garston*. East and West Garston have been identified with East and West Marlands. They lay on either side of Above Bar on the sites now occupied by the East Park and West Marlands (E. R. Aubrey, Speed's *Hist. of Southampton*, p. 92, n.).

4 *Wood belonging to the Priory of St. Denys*. Presumably the wood in Portswood granted to the Priory by Richard I (J. S. Davies, *Hist. of Southampton*, p. 434).

Fol. XXII B (2). (*continued*).

west. And another acre lies in Westgarston, between the lands of the Priory of St. Denys on either side. And another half an acre lies in the same field, between the land of John Kent[1] and Joan his wife on the west, and the land belonging to St. Denys' Priory on the east. John Selder and his heirs to hold the said croft and eight and a half acres of arable land of the chief lords of that fee by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal for greater safety.

Witnesses: Mayor and bailiffs as above, Reymund Clyve, steward, Thomas Midlyngton, John Benet, Richard Bradewey, John Notebeme, John Dygill and others.

Dated at Southampton 8th October, 2 Henry V.[2]

Separate acceptance by Joan. Enrolment granted.

Livery of seisin.

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1 *John Kent.* The name appears frequently. A certain John Kent was gauger in 1378, but his patent was immediately revoked (*Pat. Rolls Cal.*, p. 287). Another John Kent appears in 1429-30 as supplying some of the building materials for the new aqueduct house (*Hist. MSS. Com. Report*, XI, Appendix III, p. 139), and "John Kent the younger, bocher," appears as the executor of the will of Robert Burton in 1452 (*Pat. Rolls Cal.*, p. 3).

2 October 8th, 1414.

END OF VOLUME I.